

City Hall
80 Broad Street
May 9, 2017
4:30 p.m.

COMMITTEE ON WAYS AND MEANS

1. Invocation – Councilmember White
2. Approval of Minutes:
 - a.) April 25, 2017
3. Bids and Purchases
4. Police Department: Approval to submit the FY17 VOCA application for a resource specialist and Elder Advocate salary continuation, supplies, and training for a total of \$117,992. A cash match of \$23,598 would be budgeted for 2018.
5. Office of Cultural Affairs: Approval to accept a grant award of \$10,500 from the NEA Big read. Project funds will be used for artistic fees, book purchases and programming expenses. A City match of \$10,500 is required. The match will come from the 2017 MOJA Arts Festival pending grant requests and from paid admissions.
6. Parks-Capital Projects: Approval of a Construction Contract with Wildwood Contracts, Inc. in the amount of \$93,497 for the demolition and reconstruction of the McMahon Basketball Court. The project will be completed in ninety (90) days. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget. The maintenance contract will obligate \$93,497 of the \$150,000 allotted for the work from the 2017 General Maintenance funding. The funding source for all General Maintenance work is the 2017 General Fund (\$517,000).
7. Parks-Capital Projects: Approval of an Aid-to-Construction Agreement and payment to SCE&G in the amount of \$329,610 for providing and installing underground wiring and appurtenances for eighteen (18) 100 watt metal halide Charleston Series style luminaries manufactured by Hanover, mounted on eighteen (18) 11' black aluminum Charleston Series anchor base poles along Meeting Street from Cumberland Street to Broad Street. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000 to the extent contingency funds exist in the Council approved budget. Approval of this action will institute a \$355,600 project budget, of which the \$329,610 Aid-to-Construction Agreement will be funded. The funding source for this project is Hospitality Funds (\$355,600).
8. Information Technology: Approve a Memorandum of Understanding between the City of

Charleston and Govex whereby Govex through use of data and evidence will provide assistance to the City on City-wide performance management processes, with a focus on Housing Affordability. The focus area is to improve the efficacy of the City's housing affordability performance measures. The technical assistance provided by Govex is at no cost to the City. Govex work is funded by the Bloomberg Family Foundation's What Works Cities Initiatives.

9. Budget Finance and Revenue Collections: Approval of a Memorandum of Understanding between the City of Charleston and GPL whereby GPL will provide assistance to the City on researching and developing contracting strategies and other procurement best practices in the City's waste management practices. GPL will assist the City in drafting an RFP for waste management on Daniel Island that incorporates the results of the research and recommendations of GPL. The technical assistance provided by GPL is at no cost to the City. The work is funded by the Bloomberg Family Foundation's What Works Cities Initiatives. This is an after-the-fact approval.
10. The Committee on Real Estate: (Meeting was held May 9, 2017 at 4:00 p.m. at City Hall, First Floor Conference Room, 80 Broad Street)
 - a. Request approval for the Mayor to execute the attached First Amendment to Memorandum of Understanding pertaining to the easements and other consideration relating to the development of the new road and related improvements at Bayview Soccer Center (TMS: 428-00-00-013 and 428-00-00-040; Fort Johnson Road). The property is owned by the City of Charleston.
 - b. Authorize the Mayor to execute a Quit-Claim Deed to Melza R. Van Roijen pertaining to 88 Morris Street (TMS: 450-15-02-031) [Ordinance]. The property is owned by Melza R. Van Roijen.
 - c. Consider the following annexation:

2240 Pinehurst Avenue (TMS# 358-15-00-023) 0.30 acre, West Ashley (District 2).
The property is owned by Chris Mason.


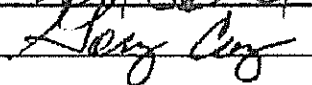
3a.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Robert Somerville DEPT. Traffic & Transportation
SUBJECT: NOSTALGIA DECORATIVE CHARLESTON GREEN POLE BASES AND LIGHT FIXTURES
REQUEST: Approval to purchase replacements for missing and damaged
traffic signal pole bases and street light fixtures from
Lighting Source, 906 Harden Street, Columbia, SC 29205.

COMMITTEE OF COUNCIL: Ways & Means DATE: May 9, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Traffic & Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 230000 Account #: 52022 Kam

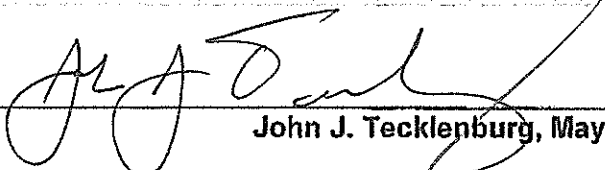
Balance in Account \$43,620.00 Amount needed for this item \$43,617.00

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature: 

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Date: Apr 12, 2017

Quote: TLS17-7385-1

Quote
Page 1/1



Project Bases for King Street Upper
Location CHARLESTON SC
Quote TLS17-7385-1

Phone: (864) 271-4434
Fax: (864) 271-4445
From: Tony Roberts
Quoter Ph:
email: tony@tls-sc.com

To: MR TROY MITCHELL
CITY OF CHARLESTON
CHARLESTON SC

For
Bid Date Apr 12, 2017
Expires May 12, 2017

QTY	Type	MFG	Part	Price	UQ	ExtPrice
Note			# 39 SPLIT CAST BAST FOR LIGHTING STANDARD			
3	KING AT CANN	UNMC		\$1,700.00		\$5,100.00
2	KING AT MARY	UNMC		\$1,700.00		\$3,400.00
1	KING AT GEOR	UNMC		\$1,700.00		\$1,700.00
1	PED	UNMC	N874-39-A307	\$2,800.00		\$2,800.00
SUBTOTAL						\$13,000.00
Note			# 758 SPLIT MAST ARM BASE			
2	KING AT LINE	UNMC		\$2,700.00		\$5,400.00
2	KING AT COLU	UNMC		\$2,700.00		\$5,400.00
2	KING AT SPRIN	UNMC		\$2,700.00		\$5,400.00
2	KING AT CALHO	UNMC		\$2,700.00		\$5,400.00
SUBTOTAL						\$21,600.00
4	LUMINAIRES		L56C 2 A1 LESS GUTS	\$1,400.00		\$5,600.00
SUBTOTAL						\$5,600.00
Total:						\$40,200.00

Notes:
FRT ALLOWED

12-14 WEEK DELIVERY

SOLE SOURCE JUSTIFICATION FORM

DEPARTMENT: Traffic & Transportation
PRODUCT: Nostalgia Charleston Green Bases
REQUISITION #: PR172291
VENDOR: Union Metal Corporation C/O Lighting Source
DATE: 04/18/17

1. **Please state the use for this/these product(s).** This product will be used for replacement of existing decorative Charleston green split cast bases.
2. **Can the above product(s) be purchased from more than one distributor? If so, please list their company name and telephone number.** No.
3. **Please explain in detail why this product is considered a sole source (i.e. accessories, replacement parts, disposable supplies, compatibility with existing equipment, or a change in this product would invalidate results of research). Please estimate completion date of research.** This product is considered to be a sole source because of its compatibility with existing decorative Nostalgia Charleston Green split cast bases and accessories. Also Union Metal Corporation is the manufacture and distributor of this product.
4. **Have you evaluated comparable products within the last two years? ____ YES X NO** If yes, please state the complete results of the evaluation. If no, do you wish to evaluate this product? Explain why this item is the only acceptable product, on the market, for your utilization at this time. As stated in question #3 this product will help maintain compatibility with existing Nostalgia Charleston Green split cast bases and accessories that we currently have installed. Also Union Metal Corporation is the manufacture and distributor of this product.

ADDITIONAL INFORMATION:

SIGNATURE: Kerry L. Smith

DATE: 04/18/17

TITLE: Signal Systems Manager

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Interim Chief John Tippet DEPT. Fire Department
SUBJECT: (43) SCBA UPGRADE KITS
REQUEST: APPROVAL TO PURCHASE (43) SCBA UPGRADE KITS AS PART
OF A PROGRAM PLANNED TO EXTEND SERVICE LIFE, RHINEHART FIRE
SERVICES, 22 PINEY PARK ROAD, UNIT G, ASHEVILLE, NC 28806
SOLICITATION #17-B013S

COMMITTEE OF COUNCIL: Ways & Means DATE: May 9, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fire Department	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 210000 Account #: 52008 *KCM*

Balance in Account \$128,000 Amount needed for this item \$106,140.13
KCM

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: *[Signature]*
FISCAL IMPACT:

Mayor's Signature: *[Signature]*
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

BID TABULATION SHEET

CITY OF CHARLESTON

Charleston, South Carolina

Fire Department

DATE: APRIL 25, 2017

SOL.# 17-B013S

BUYER: CHENETTE L. SINGLETON

SCBA UPGRADE KITS

	<i>BIDDER</i>	<i>BIDDER</i>	<i>BIDDER</i>	<i>BIDDER</i>
COMPANY NAME	Anderson Fire & Safety	Rhinehart Fire Services		
COMPANY REPRESENTATIVE	Russ Hawkins	Robert Rhinehart		
PHONE NUMBER	864-225-1128	828-273-1789		
MINORITY	No	No		

[illegible]

BUYER:

Elizabeth Chittenden

WITNESS:

June Jones

17-B013S – SCBA Upgrade Kits

Rhinehart Family Company, Inc.
Vendor: dba: Rhinehart Fire Services

Item #	Quantity	Description	Unit Price	Total Price
1	43	Scott SCBA Upgrade Kits #13UG334232	2275.00	\$ 97,825.00
2	1	Freight	.00	.00
		Sub-Total		\$ 97,825.00
		8.5% Tax		\$ 8,315.13
		Total		\$ 106,140.13

*** The City only desires to purchase the kits. No labor required*

3c.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor



FROM: Ben Dellucci DEPT. Fleet Management

SUBJECT: 2017 CASE 521G Z-BAR WHEEL LOADERS

REQUEST: Approval to purchase five (5) 2017 Case 521G Z-Bar Wheel Loaders
From Hills Machinery Company, 1014 Atlas Way, Columbia, SC
29209. SC Contract #5000013447

COMMITTEE OF COUNCIL: Ways & Means DATE: May 1, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Fleet Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Procurement Director	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: 323000 Account #: 58015

Balance in Account * Amount needed for this item \$321,562.20

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT: * purchase is funded partially from 2017 Lease
purchase funds and ^{proceeds from} sales of assets.

Mayor's Signature: 

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

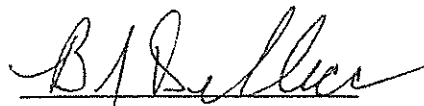
City of Charleston
 Vendor: Hills Machinery Company
 V#:009147
 Address: 1014 atlas Way
 columbia



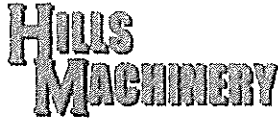
Requisition
 Req. Date: 4/27/2017
 Req.# _____
 PO#: _____
 Ship To: _____

Account Codes:		Contract #:	
062017-5810		State contract	5000013447

Item #	Quantity	Unit	Description	Unit Price	Ext. Price
	5		Case 521G Z-Bar	130131.07	\$650,655.35
	1		Trade-in CE002	-68118.63	-\$68,118.63
	1		Trade-in CE003	-65118.63	-\$65,118.63
	1		Trade-in CE004	-68118.63	-\$68,118.63
	1		Trade-in CE005	-63118.63	-\$63,118.63
	1		Trade-in CE006	-66118.63	-\$66,118.63
	5		State Tax	300	\$1,500.00
			As Per quote		
			For		
			E.S. Trash		
				Total	\$321,562.20


 Ben Dellucci Requestor

 Authorized Approval



Performance you can count on

Equipment • Parts • Service • Rentals

Phone: 803-658-0200

Fax: 803-233-4482

Prepared for:

4/12/2017

Amy Wharton
Chief Financial Officer
City of Charleston
116 Meeting Street
Charleston, SC 29401

cc: Scott Newsome

In accordance with State Contract number: 5000013447
Hills Machinery Company
South Carolina Vendor Number: 7000154890
F.E.I.N: 26-0671992

Ms. Wharton,

On behalf of Hills Machinery Company, LLC, I am pleased to provide the following equipment quote for your consideration. This quote includes a trade-in value for five of your existing 321F's, listed below, in conjunction with the purchase of the heavier duty 521G's. The quoted price below includes 36 months/3000 hours of full factory warranty, preventative maintenance including fluids, filters, travel time and labor, and 36 months of advanced telematics subscription which together provide an additional, tangible cost savings of **\$18,675.88. These features are quantified individually below. This offer will remain valid through July 31, 2017.

Equipment

Case 521G Z-bar

Unit Price

*\$130,131.07

* including all standard equipment as listed on specification sheet and options listed below. Does not include applicable taxes

Description	Quantity	Unit Price	Extended Price
521G	5	\$130,131.07	\$650,655.35
321F / 002 / NFHP00171	1	\$68,118.63	
321F / 003 / NFHP00177	1	\$65,118.63	
321F / 004 / NFHP00181	1	\$68,118.63	
321F / 005 / NFHP00182	1	\$63,118.63	
321F / 006 / NFHP00176	1	\$66,118.63	
(Total Trade In Value)			(\$330,593.15)
TOTAL			\$320,062.20

Heavy Duty Axles
Cooling with Reversing Fan
Sound Suppression System
Cab Heat and A/C
Heated Air Suspension Seat
Head Rest
AM/FM Bluetooth Stereo
Operator Convenience Package
Hydraulic Steering
Joystick with aux Functions
Wide Fenders Right and Left
Hydraulic Coupler Compatible w/ existing
attachments
Heavy Counter Weight

LED 4 front 2 Rear Work Lights
Rotating LED Amber Light
Rear View Cameras
Tool Box
Fire Extinguisher
Ride Control
Rear Frame Side Covers
Skid Plate Covers
**3 Year Advanced Subscription
Case SiteWatch
**36 month/3000 hour full factory warranty
**Case ProCare including all required parts and labor
for 36 month/3000 hour PM services

** -3 year Case SiteWatch Telematics/Advanced Subscription:	\$1,368.00
-36 month/3000 hour full factory warranty:	\$4,441.43
-Case ProCare--36 month/3000 hour preventative maintenance including fluids, filters, and labor	\$11,366.45
-Travel Charges for PM services	\$1,500.00

Thank you for the opportunity to quote and please do not hesitate to contact me with any questions or concerns.

Sincerely,

Jimmy Hicklin
Government Sales Manager
Hills Machinery Company, LLC
1014 Atlas Way
Columbia, SC 29209
803-467-3105 *mobile*
803-658-0200 *office*
803-233-4482 *fax*
jhicklin@hillsmachinery.com
www.hillsmachinery.com

CASE

CONSTRUCTION

PRELIMINARY

521G

XTiXR WHEEL LOADER
TIER 4 FINAL CERTIFIED



Make	FPT
Model	F4HFE413NB
Emissions Certification	Tier 4 Final
Type	4-stroke, turbocharged
Cylinders	4-cylinder in-line
Bore/Stroke	4.09 x 5.20 in (104 x 132 mm)
Displacement	275 in ³ (4.5 L)
Fuel	#2 Diesel, #1 and #2 mixture permitted for cold temperatures
Fuel injection	Direct injection – electronic
Fuel filter	Replaceable, full flow spin-on cartridge
Air filter	2-element dry type w/ warning restriction indicator
Mid-mount cooling module:	Mid-mount air/water
Fan – hydraulic driven:	
Style	8 blade puller
Diameter	32 in (813 mm)
Water pump	Integral
Engine oil pump operating angle ratings:	
Side-to-side	35°
Fore and aft	35°
Oil filtration	Replaceable, full flow spin-on cartridge
Engine speeds	RPM
Rated – full load	2000

Horsepower:

Maximum Power Mode:	
Peak gross @ 1800 RPM	142 hp (106 kW)
Net rated @ 2000 RPM	129 hp (96 kW)
Peak net @ 1800 RPM	131 hp (98 kW)
Standard Power Mode:	
Peak gross @ 1800 RPM	133 hp (99 kW)
Net rated @ 2000 RPM	106 hp (79 kW)
Peak net @ 1800 RPM	123 hp (91 kW)
Economy Power Mode:	
Peak gross @ 1700 RPM	110 hp (82 kW)
Net rated @ 2000 RPM	76 hp (57 kW)
Peak net @ 1700 RPM	101 hp (75 kW)

Torque – peak:

Maximum Power Mode:	
Gross @ 1600 RPM	448 lb-ft (608 N-m)
Net @ 1600 RPM	424 lb-ft (575 N-m)
Standard Power Mode:	
Gross @ 1300 RPM	407 lb-ft (552 N-m)
Net @ 1300 RPM	391 lb-ft (530 N-m)
Economy Power Mode:	
Gross @ 1200 RPM	403 lb-ft (547 N-m)
Net @ 1200 RPM	389 lb-ft (528 N-m)

Torque rise:

Maximum power range	21%
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NOTE: Gross horsepower and torque per SAE J1995.
Net horsepower and torque per SAE J1349.

Transmission:

4F/3R Proportional w/ Electronic Control
Module torque sensing autoshift/manual
shift and modulation

Gears	Helical cut
Gear ratios	Forward/Reverse
1st	4.012/3.804
2nd	2.174/2.061
3rd	1.088/1.031
4th	0.619/ —

Torque converter:

Stall ratio – 4-speed	2.30:1
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Differential:

Limited slip w/ 45% transfer on front and
rear axles

Rear axle oscillation	24° total
Front and rear axles:	
Differential ratio	3.364
Planetary ratio	6.4
Final axle ratio	21.53

Planetaries

Outboard

Service brakes:

Hydraulically actuated, maintenance-free,
multiple wet disc w/ accumulator to all
four wheels

Brake surface area:

Front hub – each	480 in ² (0.31 m ²)
Rear hub – each	480 in ² (0.31 m ²)

Parking brakes:

Spring-applied hydraulic release disc on
transmission output shaft neutralizes power
flow to wheels when engaged

Travel speeds – 4-speed transmission:

	Forward	Reverse
	mph (kph)	mph (kph)
1st	3.8 (6.1)	4.0 (6.4)
2nd	6.9 (11.1)	7.3 (11.7)
3rd	13.4 (21.6)	14.1 (22.8)
4th	22.3 (35.9)	—

NOTE: Travel speeds at full engine throttle
w/ 17.5 x 25 L2/L3 tires.

Voltage	24 Volts, negative ground
Alternator	70 amp
Batteries (2)	12-volt

ROPS cab AC w/ heat; Key start; Articulated
power steering w/ tilt column; Fully adjustable,
suspension seat; Foot throttle; Single lever loader
control w/ fully adjustable wrist rest, 2 cup
holders; 2 interior rear view mirrors; 2 in (51 mm)
retractable seat belt; Multiple storage trays; Single
brake pedal; F/N/R shuttle switch; External
rearview mirrors; Pressurized air filtering;
Anti-glare window strip; Front and Rear Defroster;
Side window, partial/fully open; 2 Dome lights;
Wipers, rear and intermittent front; Windshield
washers, front and rear; Rubber floor mat; Horn.

Displays/Gauges:

Digital:

Transmission oil temperature; Engine coolant
temperature; Fuel level; DEF level.

LCD screen:

Hour meter; Time; FNR indicator; Trip
computer A/B; Differential lock; Engine
speed; Automatic transmission indicator;
DeClutch indicator; Fuel consumption; Engine
diagnostics; Error reporting; Travel speed;
Gear selection; Engine mode indicator;
Transmission diagnostics; DEF – Diesel
Exhaust Fluid gauge.

Audible/Visual alarms:

Warning lights:

Parking brake; Coolant temperature;
Hydraulic oil temperature; Transmission
oil temperature; Air filter; Transmission
filter; Alternator; Low fuel; Grid heater;
Brake pressure; Engine oil pressure;
Steering pressure.

Caution warnings:

Parking brake; Coolant temperature;
Hydraulic oil temperature; Transmission
oil temperature; Air filter; Transmission filter;
Hydraulic filter; Alternator; Low fuel.

Critical warnings:

Engine oil pressure; Brake pressure; Steering
pressure – w/ aux. steering; Coolant
temperature; Hydraulic oil temperature;
Transmission oil temperature.

Backup alarm

Maintenance reminders:

Cab air filter; Engine oil filter; Fuel pre-filter;
DEF tank vent filter; SCR supply filter;
Hydraulic oil and filter; Engine air filter;
Engine coolant drive belt; Cab recirculation
filter; Engine breather filter; Transmission
breather; Front and rear axle fluid; SCR
supply module filter.

NOTE: *If equipped w/ option.

Z-Bar
Unit equipped w/ ROPS cab w/ heater and A/C;
Standard counterweight; 17.5-R25 L2 Radial tires;
2.1 yd³ (1.61 m³) pin-on w/ bolt on edge; Full fuel;
165 lb (75 kg) operator:

24,035 lb (10 902 kg)

XT
Unit equipped w/ ROPS cab w/ heater and A/C;
Full counterweight; 17.5-R25 L2 Radial tires;
2.1 yd³ (1.61 m³) ACS loader bucket; Standard
batteries; Full fuel; 165 lb (75 kg) operator:

25,236 lb (11 447 kg)

XR
Unit equipped w/ ROPS cab w/ heater and A/C;
Full counterweight; 17.5-R25 L2 Radial tires;
Front and rear fenders; 2.1 yd³ (1.61 m³) general
purpose loader bucket w/ edge; Full fuel; 165 lb
(75 kg) operator:

24,317 lb (11 030 kg)

Pump – steering/implement:
Closed center pressure/flow compensated

Variable displacement – load-sensing:
35.4 gpm @ 2000 RPM
(134 L/min @ 2000 RPM)

Loader control valve:
Closed-center, sectional 2, 3 or 4-function
w/ pilot control for lift, tilt and auxiliary
hydraulics, electromagnetic detents in float,
raise and rollback

Loader auxiliary steering:
Hydraulic orbital center-pivot articulating
w/ on-demand oil flow

High pressure standby 3,625 psi (24 993 kPa)

Filtration:
Filtered vent w/ relief on hydraulic reservoir,
maintains 2-8 psi on reservoir, 10-micron, return
filter furnishes only clean oil to all components
of the system

Fuel tank 50.0 gal (189.0 L)
DEF tank – Diesel Exhaust Fluid:
Usable capacity 7.1 gal (26.7 L)
Total 11.7 gal (44.2 L)

Hydraulic system:
Reservoir 15.0 gal (56.8 L)
Total 30.0 gal (113.6 L)

Transmission:
Service w/ filter 5.0 gal (18.9 L)

Front and rear axle:
Front axle 23.2 qt (22.0 L)
Rear axle 23.2 qt (22.0 L)

Engine oil w/ filter 12.5 qt (11.8 L)

Cooling system 5.8 gal (22.0 L)

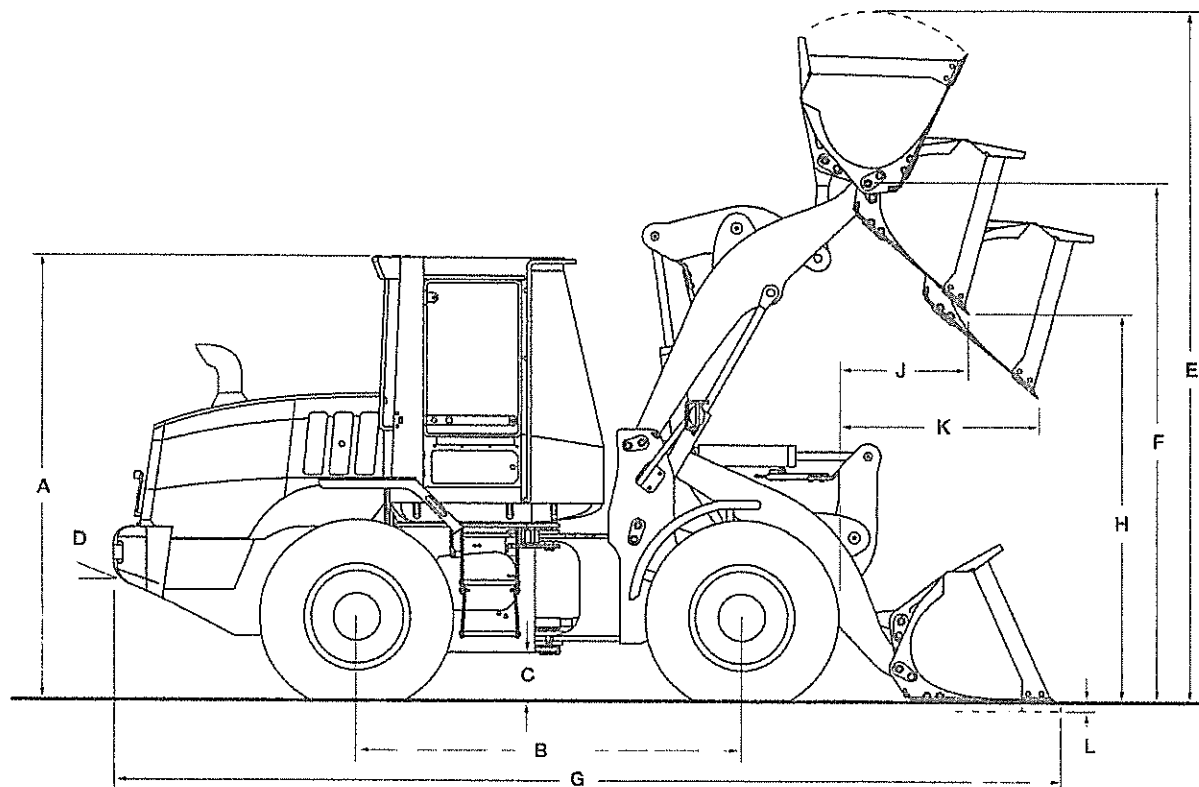
Lift cylinder:
Bore diameter 4.00 in (101.6 mm)
Rod diameter 2.25 in (57.2 mm)
Stroke 30.82 in (783.0 mm)

Dump cylinder – Z-Bar and XR:
Bore diameter 4.50 in (114.3 mm)
Rod diameter 2.50 in (63.5 mm)
Stroke 20.84 in (529.3 mm)

Dump cylinders – XT:
Bore diameter 4.00 in (101.6 mm)
Rod diameter 2.25 in (57.2 mm)
Stroke 29.85 in (783.0 mm)

Loader:
Z-Bar loader linkage; Single control for
lift and tilt; Positive hold float; Automatic
return-to-dig; Automatic height control;
Automatic return-to-travel; Brake pedal
transmission disconnect; Bucket position
indicator on bucket.

Cycle time:
Raise w/ rated bucket load 5.4 sec
Dump w/ rated bucket load:
Z-Bar/XR 1.2 sec
XT 1.2 sec
Power down 3.9 sec
Float down 3.9 sec



Line drawings are for illustrative purpose only and may not be exact representation of unit.

A. Height to top of ROPS cab	128.9 in (3 275 mm)
Height to drawbar	27.5 in (952 mm)
B. Wheelbase	108.3 in (2 750 mm)
C. Ground clearance	13.4 in (341 mm)
D. Angle of departure	30°
Width:	
Overall* without bucket	96.8 in (2 459 mm)
Centerline tread	78.7 in (2 000 mm)
Turning radius* – outside	197.1 in (5 007 mm)
Turning angle:	
From center	40°
Total angle	80°
Rear axle oscillation – total	24°

NOTE: *Dimensions taken with 17.5x25 L2 Radial tires. Additional dimensions on pages 4 through 6.

Select Options	Weight Adjustment	Tipping Load Adjustment Straight	Tipping Load Adjustment 40° Turn
17.5 x 25 L2 Bias tires	-463 lb (-210 kg)	-400 lb (-182 kg)	-655 lb (-297 kg)
17.5 x 25 L3 Bias tires	-175 lb (-80 kg)	-131 lb (-59 kg)	-348 lb (-158 kg)
17.5-R25 XHA TL (L3 Radial) tires	+169 lb (+76 kg)	+187 lb (+85 kg)	+179 lb (+81 kg)
20.5-R25 XHA TL (L3 Radial) tires	+981 lb (+445 kg)	+796 lb (+361 kg)	+696 lb (+316 kg)
20.5-R25 L2 Radial tires	+725 lb (+329 kg)	+553 lb (+251 kg)	+470 lb (+213 kg)
20.5-R25 L3 Radial tires	+981 lb (+445 kg)	+796 lb (+361 kg)	+696 lb (+316 kg)
20.5-R25 Snow Radial tires	+848 lb (+385 kg)	+634 lb (+288 kg)	+541 lb (+245 kg)
Base counterweight	+1,069 lb (+485 kg)	+2,188 lb (+992 kg)	+1,773 lb (+804 kg)

NOTE: Tires inflated to 50 psi (345 kPa) in the front and 40 psi (275 kPa) in the rear.

**Unit equipped with Z-Bar loader arms, 2.1 yd³ (1.61 m³) general purpose pin on bucket with bolt-on edge, 17.5x25 L2 Radial tires, ROPS cab with heater and air conditioner, full counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Adjust select options from rated weight.

521G Z-Bar*	2.6 yd ³ GP (2.0 m ³) Bucket with Bolt-on Edge	2.3 yd ³ GP (1.76 m ³) Bucket with Bolt-on Edge	2.3 yd ³ GP (1.76 m ³) Bucket with Teeth Only
Operating weight	24,054 lb (10 911 kg)	24,122 lb (10 942 kg)	24,046 lb (10 907 kg)
SAE bucket capacity – struck	2.21 yd ³ (1.69 m ³)	2.00 yd ³ (1.53 m ³)	1.90 yd ³ (1.45 m ³)
Heaped	2.60 yd ³ (1.99 m ³)	2.3 yd ³ (1.76 m ³)	2.2 yd ³ (1.68 m ³)
Bucket width – outside	100.4 in (2 550 mm)	100.4 in (2 550 mm)	100.9 in (2 563 mm)
Bucket weight	1,622 lb (736 kg)	1,690 lb (776 kg)	1,614 lb (732 kg)
E. Operating height – fully raised with spillguard	186.6 in (4 739 mm)	184.1 in (4 677 mm)	184.1 in (4 677 mm)
F. Hinge pin height – fully raised	141.8 in (3 601 mm)	141.8 in (3 601 mm)	141.8 in (3 601 mm)
G. Overall length – bucket level on ground	266.2 in (6 761 mm)	263.4 in (6 691 mm)	269.1 in (6 836 mm)
Dump angle – fully raised	55°	55°	55°
H. Dump height – fully raised, 45° dump	104.7 in (2 660 mm)	106.5 in (2 706 mm)	102.9 in (2 613 mm)
J. Bucket reach – fully raised, 45° dump	41.6 in (1 057 mm)	39.9 in (1 014 mm)	44.1 in (1 119 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	57.4 in (1 459 mm)	56.8 in (1 442 mm)	58.8 in (1 494 mm)
Operating load – ISO Rigid Tires	8,741 lb (3 965 kg)	8,790 lb (3 987 kg)	8,910 lb (4 041 kg)
Operating load – ISO Deflected Tires	7,879 lb (3 574 kg)	7,926 lb (3 595 kg)	8,035 lb (3 644 kg)
Maximum material density – ISO Rigid Tires	3,362 lb/yd ³ (1 995 kg/m ³)	3,822 lb/yd ³ (2 268 kg/m ³)	4,050 lb/yd ³ (2 403 kg/m ³)
Maximum material density – ISO Deflected Tires	3,031 lb/yd ³ (1 798 kg/m ³)	3,446 lb/yd ³ (2 045 kg/m ³)	3,652 lb/yd ³ (2 167 kg/m ³)
Tipping load – ISO Rigid Tires:			
Straight	19,865 lb (9 011 kg)	19,983 lb (9 064 kg)	20,243 lb (9 182 kg)
40° turn	17,481 lb (7 929 kg)	17,579 lb (7 974 kg)	17,819 lb (8 083 kg)
Tipping load – ISO Deflected Tires			
Straight	18,361 lb (8 328 kg)	18,474 lb (8 380 kg)	18,713 lb (8 488 kg)
40° turn	15,759 lb (7 148 kg)	15,852 lb (7 190 kg)	16,069 lb (7 289 kg)
Lift capacity:			
Full height	12,197 lb (5 532 kg)	12,141 lb (5 507 kg)	12,218 lb (5 542 kg)
Ground	20,709 lb (9 393 kg)	22,060 lb (10 006 kg)	23,350 lb (10 592 kg)
Breakout force with tilt cylinder	18,183 lb (8 248 kg)	19,373 lb (8 787 kg)	20,778 lb (9 425 kg)
Maximum rollback:			
Ground	40°	40°	40°
Carry position	46°	46°	46°
@ Full height	54°	54°	54°
L. Dig depth	3.4 in (86 mm)	3.1 in (78 mm)	3.2 in (81 mm)
Maximum grading angle with bucket – back dragging	60°	60°	61°
Loader clearance circle with bucket	435.8 in (11 069 mm)	434.2 in (11 029 mm)	437.9 in (11 123 mm)

521G XR	2.6 yd ³ GP (2.0 m ³) Bucket with Bolt-on Edge	2.3 yd ³ GP (1.76 m ³) Bucket with Bolt-on Edge	2.3 yd ³ GP (1.76 m ³) Bucket with Teeth Only
Operating weight	24,336 lb (11 038 kg)	24,404 lb (11 069 kg)	24,328 lb (11 035 kg)
E. Operating height – fully raised with spillguard	201.5 in (5 118 mm)	199.1 in (5 057 mm)	199.1 in (5 057 mm)
F. Hinge pin height – fully raised	156.7 in (3 981 mm)	156.7 in (3 981 mm)	156.7 in (3 981 mm)
G. Overall length – bucket level on ground	279.7 in (7 105 mm)	277.0 in (7 036 mm)	282.7 in (7 180 mm)
Dump angle – fully raised	51°	51°	51°
H. Dump height – fully raised, 45° dump	119.7 in (3 039 mm)	121.5 in (3 086 mm)	117.8 in (2 992 mm)
J. Bucket reach – fully raised, 45° dump	40.6 in (1 031 mm)	38.9 in (988 mm)	43.1 in (1 094 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	69.3 in (1 761 mm)	68.5 in (1 740 mm)	70.9 in (1 800 mm)
Operating load – ISO Rigid Tires	7,445 lb (3 377 kg)	7,475 lb (3 391 kg)	7,575 lb (3 436 kg)
Operating load – ISO Deflected Tires	6,768 lb (3 070 kg)	6,797 lb (3 083 kg)	6,890 lb (3 125 kg)
Maximum material density – ISO Rigid Tires	2,863 lb/yd ³ (1 699 kg/m ³)	3,250 lb/yd ³ (1 928 kg/m ³)	3,443 lb/yd ³ (2 043 kg/m ³)
Maximum material density – ISO Deflected Tires	2,603 lb/yd ³ (1 545 kg/m ³)	2,955 lb/yd ³ (1 753 kg/m ³)	3,132 lb/yd ³ (1 858 kg/m ³)
Tipping load – ISO Rigid Tires:			
Straight	16,987 lb (7 705 kg)	17,062 lb (7 739 kg)	17,278 lb (7 837 kg)
40° turn	14,890 lb (6 754 kg)	14,950 lb (6 781 kg)	15,151 lb (6 872 kg)
Tipping load – ISO Deflected Tires			
Straight	15,823 lb (7 177 kg)	15,895 lb (7 210 kg)	16,099 lb (7 303 kg)
40° turn	13,536 lb (6 140 kg)	13,593 lb (6 166 kg)	13,781 lb (6 251 kg)
Lift capacity:			
Full height	11,089 lb (5 030 kg)	11,020 lb (4 999 kg)	11,095 lb (5 033 kg)
Ground	19,908 lb (9 030 kg)	19,967 lb (9 057 kg)	20,131 lb (9 131 kg)
Breakout force with tilt cylinder	18,243 lb (8 275 kg)	19,439 lb (8 817 kg)	20,847 lb (9 456 kg)
Loader clearance circle with bucket	448.4 in (11 390 mm)	446.7 in (11 345 mm)	450.7 in (11 448 mm)

	2.1 yd ³ GP (1.61 m ³) Bucket with Bolt-on Edge	2.0 yd ³ GP (1.5 m ³) Bucket with Teeth Only
Operating weight	24,035 lb (10 902 kg)	23,960 lb (10 868 kg)
SAE bucket capacity – struck	1.77 yd ³ (1.35 m ³)	1.67 yd ³ (1.28 m ³)
Heaped	2.10 yd ³ (1.61 m ³)	2.00 yd ³ (1.53 m ³)
Bucket width – outside	100.4 in (2 550 mm)	100.9 in (2 563 mm)
Bucket weight	1,603 lb (727 kg)	1,527 lb (693 kg)
E. Operating height – fully raised with spillguard	181.4 in (4 609 mm)	181.4 in (4 609 mm)
F. Hinge pin height – fully raised	141.8 in (3 601 mm)	141.8 in (3 601 mm)
G. Overall length – bucket level on ground	260.5 in (6 616 mm)	266.1 in (6 760 mm)
Dump angle – fully raised	55°	55°
H. Dump height – fully raised, 45° dump	108.5 in (2 756 mm)	104.8 in (2 663 mm)
J. Bucket reach – fully raised, 45° dump	37.9 in (964 mm)	42.1 in (1 068 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	55.8 in (1 417 mm)	58.0 in (1 472 mm)
Operating load – ISO Rigid Tires	8,907 lb (4 040 kg)	9,030 lb (4 096 kg)
Operating load – ISO Deflected Tires	8,041 lb (3 647 kg)	8,152 lb (3 698 kg)
Maximum material density – ISO Rigid Tires	4,241 lb/yd ³ (2 517 kg/m ³)	4,515 lb/yd ³ (2 679 kg/m ³)
Maximum material density – ISO Deflected Tires	3,829 lb/yd ³ (2 272 kg/m ³)	4,076 lb/yd ³ (2 419 kg/m ³)
Tipping load – ISO Rigid Tires:		
Straight	20,237 lb (9 179 kg)	20,502 lb (9 300 kg)
40° turn	17,814 lb (8 080 kg)	18,059 lb (8 192 kg)
Tipping load – ISO Deflected Tires		
Straight	18,724 lb (8 493 kg)	18,968 lb (8 604 kg)
40° turn	16,083 lb (7 295 kg)	16,305 lb (7 396 kg)
Lift capacity:		
Full height	12,229 lb (5 547 kg)	12,306 lb (5 582 kg)
Ground	23,607 lb (10 708 kg)	24,619 lb (11 167 kg)
Breakout force with tilt cylinder	20,937 lb (9 497 kg)	22,596 lb (10 249 kg)
Maximum rollback:		
Ground	40°	40°
Carry position	46°	46°
@ Full height	54°	54°
L. Dig depth	2.8 in (72 mm)	3.0 in (76 mm)
Maximum grading angle with bucket – back dragging	60°	61°
Loader clearance circle with bucket	432.6 in (10 987 mm)	436.2 in (11 076 mm)

521G XR

	2.1 yd ³ GP (1.61 m ³) Bucket with Bolt-on Edge	2.0 yd ³ GP (1.5 m ³) Bucket with Teeth Only
Operating weight	24,317 lb (11 030 kg)	24,241 lb (10 996 kg)
E. Operating height – fully raised with spillguard	196.4 in (4 988 mm)	196.4 in (4 989 mm)
F. Hinge pin height – fully raised	156.7 in (3 981 mm)	156.7 in (3 981 mm)
G. Overall length – bucket level on ground	274.1 in (6 962 mm)	279.7 in (7 105 mm)
Dump angle – fully raised	51°	51°
H. Dump height – fully raised, 45° dump	123.4 in (3 135 mm)	119.8 in (3 043 mm)
J. Bucket reach – fully raised, 45° dump	36.9 in (938 mm)	41.1 in (1 043 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	67.5 in (1 713 mm)	69.8 in (1 774 mm)
Operating load – ISO Rigid Tires	7,575 lb (3 436 kg)	7,677 lb (3,482 kg)
Operating load – ISO Deflected Tires	6,896 lb (3,128 kg)	6,991 lb (3,171 kg)
Maximum material density – ISO Rigid Tires	3,607 lb/yd ³ (2 140 kg/m ³)	3,839 lb/yd ³ (2 278 kg/m ³)
Maximum material density – ISO Deflected Tires	3,284 lb/yd ³ (1 949 kg/m ³)	3,495 lb/yd ³ (2 074 kg/m ³)
Tipping load – ISO Rigid Tires:		
Straight	17,276 lb (7 836 kg)	17,497 lb (7 936 kg)
40° turn	15,149 lb (6 872 kg)	15,354 lb (6 965 kg)
Tipping load – ISO Deflected Tires		
Straight	16,109 lb (7 307 kg)	16,315 lb (7 400 kg)
40° turn	13,792 lb (6 256 kg)	13,982 lb (6 342 kg)
Lift capacity:		
Full height	11,106 lb (5 038 kg)	11,182 lb (5 072 kg)
Ground	20,173 lb (9 150 kg)	20,340 lb (9 226 kg)
Breakout force with tilt cylinder	21,011 lb (9 531 kg)	22,674 lb (10 285 kg)
Loader clearance circle with bucket	444.8 in (11 299 mm)	448.8 in (11 399 mm)

521G XT	2.1 yd ³ GP (1.61 m ³) ACS Bucket with Edge**	2.0 yd ³ GP (1.5 m ³) ACS Bucket with Teeth and Segment**	2.1 yd ³ GP (1.61 m ³) Case Bucket with Edge***	2.0 yd ³ GP (1.5 m ³) Case Bucket with Teeth***
Operating weight	25,666 lb (11 642 kg)	25,597 lb (11 611 kg)	25,236 lb (11 447 kg)	25,160 lb (11 413 kg)
E. Operating height – fully raised with spillguard	196.0 in (4 979 mm)	193.6 in (4 918 mm)	188.2 in (4 781 mm)	188.2 in (4 781 mm)
F. Hinge pin height – fully raised	147.1 in (3 737 mm)	147.1 in (3 737 mm)	147.2 in (3 738 mm)	147.2 in (3 738 mm)
G. Overall length – bucket level on ground	269.8 in (6 852 mm)	275.4 in (6 995 mm)	274.2 in (6 964 mm)	279.8 in (7 107 mm)
Dump angle – fully raised	57°	57°	57°	57°
H. Dump height – fully raised, 45° dump	105.9 in (2 691 mm)	101.7 in (2 582 mm)	101.8 in (2 585 mm)	98.1 in (2 492 mm)
J. Bucket reach – fully raised, 45° dump	46.2 in (1 173 mm)	49.5 in (1 258 mm)	40.7 in (1 033 mm)	44.8 in (1 138 mm)
K. Bucket reach – 7 ft 0 in (2.13 m) height, 45° dump	62.9 in (1 597 mm)	63.7 in (1 618 mm)	54.9 in (1 394 mm)	56.6 in (1 438 mm)
Operating load – ISO Rigid Tires	7,604 lb (3 449 kg)	7,671 lb (3 480 kg)	7,343 lb (3 331 kg)	7,442 lb (3 376 kg)
Operating load – ISO Deflected Tires	6,775 lb (3 073 kg)	6,840 lb (3 103 kg)	6,615 lb (3 000 kg)	6,706 lb (3 042 kg)
Maximum material density – ISO Rigid Tires	3,621 lb/yd ³ (2 149 kg/m ³)	3,836 lb/yd ³ (2 276 kg/m ³)	3,497 lb/yd ³ (2 075 kg/m ³)	3,721 lb/yd ³ (2 208 kg/m ³)
Maximum material density – ISO Deflected Tires	3,226 lb/yd ³ (1 914 kg/m ³)	3,420 lb/yd ³ (2 029 kg/m ³)	3,150 lb/yd ³ (1 869 kg/m ³)	3,353 lb/yd ³ (1 990 kg/m ³)
Tipping load – ISO Rigid Tires:				
Straight	17,400 lb (7 892 kg)	17,541 lb (7 956 kg)	16,767 lb (7 605 kg)	16,979 lb (7 702 kg)
40° turn	15,209 lb (6 899 kg)	15,343 lb (6 959 kg)	14,686 lb (6 662 kg)	14,884 lb (6 751 kg)
Tipping load – ISO Deflected Tires:				
Straight	15,957 lb (7 238 kg)	16,095 lb (7 301 kg)	15,510 lb (7 035 kg)	15,709 lb (7 126 kg)
40° turn	13,550 lb (6 146 kg)	13,681 lb (6 206 kg)	13,229 lb (6 001 kg)	13,412 lb (6 084 kg)
Lift capacity:				
Full height	10,538 lb (4 780 kg)	10,631 lb (4 822 kg)	10,413 lb (4 723 kg)	10,544 lb (4 783 kg)
Ground	25,067 lb (11 370 kg)	25,048 lb (11 362 kg)	22,789 lb (10 337 kg)	22,778 lb (10 332 kg)
Breakout force – dump cylinder	20,304 lb (9 210 kg)	21,533 lb (9 767 kg)	21,226 lb (9 628 kg)	22,554 lb (10 230 kg)
Loader clearance circle with bucket	430.6 in (10 937 mm)	433.8 in (11 020 mm)	434.4 in (11 033 mm)	437.3 in (11 109 mm)

NOTE: *Z-Bar performance data shown with full counterweight

**XT lift arm with buckets for ACS Pro Series 2000® size 30 HD coupler.

***XT lift arm with bucket for Case coupler

Performance data unit equipped with 17.5x25 L2 Radial tires, ROPS cab with heater and air conditioner, full counterweight, standard batteries, front and rear fenders, full fuel and 165 lb (75 kg) operator. Specifications per SAE J732, J1234, J695, J742 and J818.

See page 1

Case/FPT F4HFE413NB
Tier 4 Final Certified
Selectable work modes:
Maximum power
Auto power
Standard power
Economy power
Turbocharger
Charge air cooling
Automatic fan belt tensioner
Integral engine oil cooling
Fuel filter with water trap
Dry-type air cleaner
Hydraulic-driven cooling fan
Air-cooled radiator
Mid-mounted cooling module
Common rail electronic fuel injection

See page 2

4-wheel drive
4F/3R Selectable autoshift/manual
shift transmission
Electronic Control Module – programmable,
computer controlled proportional shifting
with programmable gear selection
Onboard diagnostics
Single lever electronic shift control
F/N/R switch in loader control handle
Downshift button
Torque converter
Outboard planetary axles
Limited-slip differentials
Transmission oil cooler
Brake pedal transmission disconnect
Hydraulic wet disc brakes
Spring-applied hydraulic release parking brake
Limp-Home Mode

Electro-hydraulic (EH) joystick loader control
Low-effort steering
Hydraulic driven fan
8 Diagnostic quick couplers
Split flange hydraulic connections –
1 in or greater
Hydraulic oil cooler

70 amp alternator and voltage regulator
Battery isolator/electrical disconnect
(2) 700 CCA 12-volt batteries
Lights:
2 Front driving headlights – high/low beam
2 Front flood
2 LED stop and tail lights
2 Rear flood
Front and rear turn signal/flash
Centrally located fuse box
with all electrical circuits protected
Backup alarm
Remote jump posts

Front and rear fenders, partial coverage
Heavy counterweight
Drawbar hitch
Articulation locking bar
Lift arm locking bar
Lift and tie-down points – front/rear
Remote drain points

CASE SiteWatch™ Telematics – includes
hardware and a 3-yr Advanced
data subscription

OPTIONAL EQUIPMENT

CONVENIENCE

- Cloth-covered heated air-suspension seat
- Leather trimmed heated air seat with active suspension
- Sound Shield noise suppression package
- Bluetooth radio, 12V AM/FM with auxiliary input
- Radio-ready – 12- or 24-volt with auxiliary power – 12-volt
- Cab convenience package:
 - Rear sun shade, interior mirror, under the seat drawer, coat hook, 12V accessory port, and an ash tray
- RH steps and platform
- LED rotating beacon
- Joystick steering
- Rear view camera
- External rear view mirrors
- LED front and rear work lights
- Extra front-facing LED work lights

PERFORMANCE

- Heavy-duty axles with locking front differential and open rear differential
- Cold weather package:
 - Heavy-duty batteries
 - Fuel heater
 - Hydraulic oil cooler bypass
 - Low temperature hydraulic oil
 - Grid heater

PRODUCTIVITY

- Auxiliary hydraulics
- Ride Control
- Secondary steering
- 3- or 4-spool loader valves with 2- or 3-lever loader control
- Hydraulic reversing fan

SAFETY

- Hydraulic attachment coupler systems
- Buckets – see pages 4 and 5
- Parallel lift XT
- Extended reach XR

TIRES

- 17.5 x 25 radial
- 20.5 R25 radial
- 20.5 R25 bias

PAINT

- Special paint
- Full coverage fenders
- Tool box
- Fire extinguisher
- Side guards for rear frame
- License plate brackets, front and rear
- 12 mph (20 kph) maximum speed control
- Wide fenders with right hand and left hand steps

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CASE Construction Equipment is proudly Biodiesel Ready. (NOTE: All engines meet current EPA emissions regulations. All specifications are stated in accordance with SAE Standards or Recommended Practices, where applicable.)



Always read the Operator's Manual before operating any equipment. Inspect equipment before using it, and be sure it is operating correctly. Follow the product safety signs and use any safety features provided.

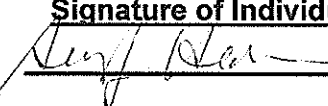
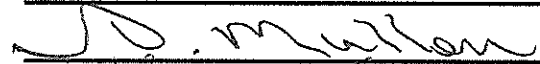

COMMITTEE / COUNCIL AGENDA

4.)

TO: John J. Tecklenburg, Mayor
FROM: Amy K. Wharton DEPT. BFRC
SUBJECT: POLICE DEPARTMENT - SC DEPARTMENT OF PUBLIC SAFETY
REQUEST: To approve the submission of FY17 VOCA Application
For a Resource Coordinator & Elder Advocate salary continuation,
Supplies, and training for a total of \$117,992.

COMMITTEE OF COUNCIL: W&M DATE: May 9, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Chief of Police	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

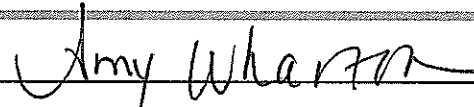
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

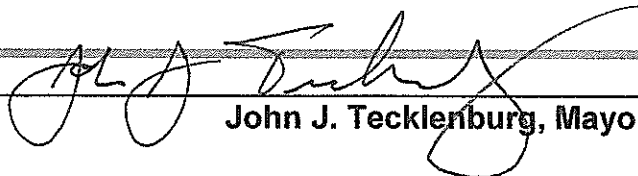
Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

A cash match of \$23,598 would be budgeted for 2018.

Mayor's Signature: 
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Charleston Police Department
FY17 VOCA Continuation (20% Match)

		Totals	Grantor (80%)	Local (20%)
Staff	Resource Specialist - REG10	\$ 36,382	\$ 29,106	\$ 7,276
Benefits	FICA	\$3,141		
	Retirement (Civilian)	\$5,671		
	Workers Comp	\$1,302		
	Health	\$7,863		
	Dental/Vision	\$208		
	Unemployment Comp	\$49		
	Life	\$56		
	Disability	\$78		
	Subtotal Benefits	\$18,368		

Staff	Elder Victim Advocate - REG10	\$ 33,952		
Benefits	FICA	\$2,597		
	Retirement (Civilian)	\$4,689		
	Workers Comp	\$1,302		
	Health	\$7,863		
	Dental/Vision	\$208		
	Unemployment Comp	\$41		
	Life	\$46		
	Disability	\$65		
	Subtotal Benefits	\$16,811		

Assumptions	
eff. 1/1/2018	COLA: Salary +2% Based on historical increases
Notes	
Health+Dental/Vision = \$8071 from Budget's Fringe estimate	
Estimated from 1702070 that 2.58% of HC spend is on Dental/Vision	
Retirement updated for 13.56% for FY ending 06/30/2018, 14.56% FY beginning 07/01/2018	

	GMIS Application (Cannot distinguish benefits according to employee)		Grantor (80%)	Local (20%)
Salary	Resource Specialist	\$ 36,382	\$ 29,106	\$ 7,276
	Elder Victim Advocate	\$ 33,952	\$ 27,162	\$ 6,790
	Subtotal Salary	\$ 70,334	\$ 56,268	\$ 14,066
Fringe	FICA	\$5,381	\$ 4,304	\$ 1,076
	Retirement (Civilian)	\$9,714	\$ 7,771	\$ 1,943
	Workers Comp	\$2,604	\$ 2,083	\$ 521
	Health	\$15,726	\$ 12,581	\$ 3,145
	Dental/Vision	\$416	\$ 333	\$ 83
	Unemployment Comp	\$84	\$ 68	\$ 17
	Life	\$96	\$ 77	\$ 19
	Disability	\$134	\$ 107	\$ 27
	Subtotal Fringe	\$34,155	\$27,324	\$6,831
	TOTAL PERSONNEL	\$ 104,489	\$ 83,592	\$ 20,897
Travel	Airfare (2 Roundtrip)	\$ 1,300	\$ 1,040	\$ 260

Charleston Police Department
FY17 VOCA Continuation (20% Match)

		Totals	Grantor (80%)	Local (20%)
Other	Lodging (2017 GSA for Chicago) 6 Nights	\$ 2,664	\$ 2,131	\$ 533
	Per Diem (SC Out-of-State) 6 Days	\$ 384	\$ 307	\$ 77
	Ground Transportation	\$ 200	\$ 160	\$ 40
	TOTAL TRAVEL	\$ 4,548	\$ 3,638	\$ 910
	VAMSNET Software	\$ 4,198	\$ 3,358	\$ 840
	Annual Cellular Service (1 Advocate)	\$ 1,093	\$ 874	\$ 219
	Remote Handset Lifter & Monaural Wireless Headset System (7 Count)	\$ 1,337	\$ 1,070	\$ 267
	Corporate Membership-American Society on Aging	\$ 652	\$ 522	\$ 130
	Corporate Membership-Nat. Aging in Place Council	\$ 375	\$ 300	\$ 75
	Registration-NOVA (2 Count)	\$ 1,300	\$ 1,040	\$ 260
	TOTAL OTHER	\$ 8,955	\$ 7,164	\$ 1,791
	GRAND TOTAL	\$ 117,992	\$ 94,394	\$ 23,598

STATE OF SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY VICTIMS OF CRIME ACT GRANT APPLICATION	
Grant #	<input type="text"/>
App #	T17354
To Be Completed by Project Director	
Section 1 County Name: <input type="text" value="10 - CHARLESTON"/>	
Other county/counties this project will serve: <input type="text" value="06 - BERKELEY"/>	
Section 2 Grant Period: <input type="text" value="12 Months"/> Begin: <input type="text" value="10/1/2017"/> End: <input type="text" value="9/30/2018"/>	
Section 3 Project Title: <input type="text" value="Charleston Police Department: Family Violence Unit"/>	
Section 4 Project Summary (max. 300 characters): <input type="text" value="This project would continue support of the Family Violence Unit's previously-funded Elder Victim Advocate and Resource Coordinator."/>	
Section 5 Type of Application a. <input type="text" value="Continuation"/> b. Year of Funds : <input type="text" value="2"/> Other:(Specify) <input type="text"/> c. <input type="text" value="Reimbursable"/>	
Section 6 a. Organization Type : <input type="text" value="City"/> Other:(Specify) <input type="text"/> b. U. S. Congressional District <input type="text" value="01,06"/>	
Section 7 Agency DUNS number*: <input type="text" value="077990786"/> <small>(fedgov.dnb.com/webform)</small> Has your agency registered with Central Contractor Registration (CCR)?* Yes <small>(www.sam.gov)</small> For Central Contractor Registration (CCR) handbook click here. * This data is not required to submit this application but will become necessary for federal reporting requirements if this project is awarded. <div style="text-align: center;"> FEIN: <input type="text" value="57-6000226"/> Agency Name <input type="text" value="Charleston Police Department"/> Address <input type="text" value="180 Lockwood Drive"/> City <input type="text" value="Charleston"/> State <input type="text" value="South Carolina"/> </div> <p>(Please use the Name/Address above instead of this field)</p> <p>Name and Address of Implementing Agency</p>	

10 Digit Zip (Area) Phone #: (Area) Fax #: **COMPLETE PAGES 2&3 BEFORE COMPLETING THIS SECTION**

Section 8

BUDGET

Use whole dollars only (For example: \$1,500 not \$1,500.00)

a. BUDGET CATEGORIES	GRANTOR	AGENCY MATCH	TOTAL
Personnel	<input type="text" value="\$83,592"/>	<input type="text" value="\$20,897"/>	<input type="text" value="\$104,489"/>
Contractual Services	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Travel	<input type="text" value="\$3,638"/>	<input type="text" value="\$910"/>	<input type="text" value="\$4,548"/>
Equipment	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>	<input type="text" value="\$0"/>
Renovation/Construction	N/A	N/A	N/A
Other	<input type="text" value="\$7,164"/>	<input type="text" value="\$1,791"/>	<input type="text" value="\$8,955"/>
TOTAL:	<input type="text" value="\$94,394"/>	<input type="text" value="\$23,598"/>	<input type="text" value="\$117,992"/>
b. PERCENTAGE	80%	20%	100%

Section 9

APPROPRIATION OF NON-GRANTOR
MATCHING FUNDS Other (Explain):

WHOLE DOLLARS ONLY		BUDGET DESCRIPTION				Page 2	
MATCHING FUNDS CATEGORIES			GRANTOR	CASH	IN-KIND	TOTAL	
PERSONNEL							
SALARIES							
Position Title	% of Time On Project	Quantity					
Elder Victim Advocate	100	1	\$27,162	\$6,790	\$0		\$33,952
Resource Specialist	100	1	\$29,106	\$7,276	\$0		\$36,382
TOTAL SALARIES:			\$56,268	\$14,066	\$0		\$70,334
EMPLOYER CONTRIBUTIONS (Fringe Benefits)							
Social Security & Medicare (FICA)			\$4,590	\$1,148	\$0		\$5,738
Retirement			\$8,288	\$2,072	\$0		\$10,360
Worker's Compensation Insurance			\$2,083	\$521	\$0		\$2,604
Unemployment Insurance (on first \$7,000 only)			\$72	\$18	\$0		\$90
Health Insurance			\$12,581	\$3,145	\$0		\$15,726
Dental Insurance			\$333	\$83	\$0		\$416
Pre-Retirement Death Benefit			\$82	\$20	\$0		\$102
Accident Death Benefit (Police Officers)			\$0	\$0	\$0		\$0
Other Employer Contributions (Itemize)			\$114	\$29	\$0		\$143
TOTAL EMPLOYER CONTRIBUTIONS:			\$27,324	\$6,831	\$0		\$34,155
TOTAL PERSONNEL:			\$83,592	\$20,897	\$0		\$104,489
CONTRACTUAL SERVICES:							
(Itemize - DO NOT include professional fees for doctors, psychologists, etc.)							
			\$0	\$0	\$0		\$0
TOTAL CONTRACTUAL SERVICES			\$0	\$0	\$0		\$0
TRAVEL:							
(Itemize-include mileage, airline cost, lodging, per diem, parking, car rental)							
Airfare (2 Roundtrip)			\$1,040	\$260	\$0		\$1,300
Lodging			\$2,131	\$533	\$0		\$2,664
Per Diem			\$307	\$77	\$0		\$384
Ground Transportation			\$160	\$40	\$0		\$200
TOTAL TRAVEL:			\$3,638	\$910	\$0		\$4,548

USE WHOLE DOLLARS ONLY		BUDGET DESCRIPTION				Page 3
MATCHING FUNDS						
CATEGORIES		GRANTOR CASH	IN-KIND	TOTAL		
EQUIPMENT (\$1,000 or more per Unit):						
<small>(Itemize - DO NOT USE BRAND NAME.- Also, DO NOT include leased or rented items)</small>						
ITEM	QUANTITY					
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
TOTAL EQUIPMENT:		<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
RENOVATIONS/CONSTRUCTION: (Describe)						
TOTAL RENOVATIONS/CONSTRUCTIONS:		N/A	N/A	N/A	N/A	
Other (Itemize)						
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
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<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
TOTAL OTHER:		<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

BUDGET NARRATIVE

List items under each Budget Category heading. Explain exactly how each item in your budget (both grantor and match) will be utilized. It is important that the necessity of these items, as they relate to the operation of the project, be established. Dollar amounts DO NOT have to be provided.

1) Personnel:

Victim Advocate

Funds cover the salary projections for the Elder Victim Advocate at the Grade 10 payscale at 100% level of effort. The individual would be located in the Family Violence Unit.

Victim Advocate Resource Specialist

Funds cover the salary projections for a Resource Coordinator at the Grade 10 payscale at 100% level of effort. The individual would be located in the Family Violence Unit.

2) Fringe Benefits:

Fringe benefits are based on the salary estimate describe above. Benefits include FICA, civilian retirement, workers compensation, health/dental benefits, unemployment compensation, and a combined life and disability fringe. This list represents the standard benefit package for all civilian employees at the City.

3) Travel:

Lodging

Funds are budgeted to lodge both the Resource Coordinator and Elder Victim Advocate for 6 nights. The \$222 nightly estimate is based on 2017 GSA rates for Chicago, IL.

Airfare

Funds are budgeted to purchase 2 roundtrip tickets to the conference. Airfare estimates include tax and checked bag fee.

Per Diem

Funds are budgeted for the Resource Coordinator and Elder Victim Advocate based on the SC 2017 Out-of-State daily maximum (\$32/day) for 6 days each.

Ground Transportation

Funds are budgeted at \$100 per person for the Resource Coordinator and Elder Victim Advocate. This would cover fees such as airport parking, taxis, and other transportation needs.

4) Other:

VAMSNET Software

Funds are budget to support the 1st installation costs associated with VAMSNET software. The advocates track their case files on a regular basis. However, the level of reporting and case volume now merits a tracking system for all victim advocates and for the resource specialist.

Telephone Headsets

Funds are budget to purchase 7 headsets to outfit the Family Violence Unit (FVU). The number of staff members is increasing and thus, the volume in the FVU is growing. The 7 sets would go to the 4 victim advocates, 1 resource specialist, 1 on-site clinician, and 1 volunteer. This would mitigate call noise and increase privacy.

Annual Cellular Service (Mobile Phone & Computer AirCard)

Funds are budget to support the cellular data costs associated with the Elder Victim Advocate's cell phone and computer data service. The City maintains a group contract for all telecommunication needs. Therefore, funding is required for up to 1 year of monthly reimbursement for these costs.

Corporate Membership 1-Year American Society on Aging

An annual membership would be purchased for the City of Charleston Police Department to gain access to

webinars, member-only resources, and discounted conference registration.

Corporate Membership 1-Year SC Chapter for National Aging in Place Council

An annual membership would be purchased for the City of Charleston Police Department to gain access to webinars, member-only resources, and discounted conference registration. The SC Chapter consolidates all the elder care service providers in the area and is a useful platform for resource coordination and service promotion.

Registrations for National Organization for Victim Assistance

Funds are budgeted to register the Elder Advocate and Resource Coordinator 2018 conference. The purpose of attending this conference is to support staff development and to build their knowledge and understanding on victimization trends and best practices.

<div data-bbox="557 149 1079 199">BUDGET NARRATIVE (Continued)</div>	Page 5

GRANT NO.

Page 6

ACCEPTANCE OF AUDIT REQUIREMENTS

PLEASE NOTE: State Agencies whose annual audit is covered by the State Auditor's office do not have to complete this form.

We agree to have an audit conducted in compliance with OMB Circular A-133, whichever is applicable. If a compliance audit is not required, at the end of each audit period we will certify in writing that we have not expended the amount of federal funds that would require a compliance audit (\$500,000). If required, we will forward for review and clearance a copy of the completed audit(s), including the management letter if applicable, to:

Accounting - Grants, D1
S.C. Department of Public Safety
P.O. Box 1993
Blythewood, SC 29016

The following is information on the next organization-wide audit which will include this agency: (Use your Agency's fiscal year)

1. *Audit Period: Beginning Ending
2. Audit will be submitted to Accounting - Grants by:
(Date)

NOTE: The audit or written certification must be submitted to Accounting - Grants, S.C. Department of Public Safety, no later than the ninth month after the end of the audit period.

Additionally, we have or will notify our auditor of the above audit requirements prior to performance of the audit for the period listed above. We will also ensure that, if required, the entire grant period will be covered by a compliance audit which in some cases will mean more than one audit must be submitted. We will advise the auditor to cite **specifically** that the audit was done in accordance with OMB Circular A-128 or OMB A-133 or in compliance with generally accepted accounting principles in accordance with the Government Auditing Standards, whichever is applicable.

Any information regarding the OMB Circular audit requirements will be furnished by Accounting - Grants, S.C. Department of Public Safety, upon request.

***NOTE: The Audit Period is the organization's fiscal or calendar year to be audited.**

Failure to complete this form will result in your grant award being delayed and/or cancelled.

Page 7
PROGRAM NARRATIVE
1. ORGANIZATION DESCRIPTION: Describe your organizational activities. A copy of your organizational chart, organizational structure, agency/program brochure, relevant job descriptions, etc. must be submitted. All organizations must justify and document how they currently/or plan to provide effective services to victims. For an existing program, describe your past success with victims. If your organization is new, provide information that your organization is structured and well organized in both fiscal and programmatic areas.
TYPE OF IMPLEMENTING AGENCY: Criminal Justice - Government -- Law Enforcement ▼
County/Countries Implementing Agency Serves: Charleston & Berkeley Counties County/Countries this Project will Serve: Charleston & Berkeley Counties City of Charleston Police Department (CPD) - Family Violence Unit (FVU) <p>The Charleston Police Department is the municipal law enforcement agency in the state of South Carolina. It is allocated 458 sworn officers and 117 civilians. In a holistic approach to respond to the growing number of domestic violence calls, the City of Charleston Police Department established its Family Violence Unit in 2013 [See Attached: Organizational Chart]. The mission of the Family Violence Unit is to investigate missing persons, to prosecute cases of domestic violence, child abuse, elder/vulnerable adult abuse, and sexual assault; as well as provide services for victims of these crimes. The unit is now composed of, (1) Sergeant, (5) Investigators, (4) Victim's Advocates and (1) Mental Health Counselor. This team works together to gather criminal information, assist victims through the legal process, as well as make victim referrals to other community agencies and service providers.</p> <p>According to the CPD's policy guide, "Responding to Family Violence," [See Attached: Field Guide] the Victim Advocates provide a number of services that support a victim of crime through the entirety of their justice system experience [See Attached: Victim Advocate-Position Description].</p> <p>Victim Advocate duties include:</p> <ol style="list-style-type: none"> 1. Responding to all requested on-call situations. 2. Reviewing all reports and CDV supplemental reports to identify victims that need to be visited. In particular, this proactive approach has increased the number of victim support opportunities. 3. Interviewing individuals in reference to the incident to evaluate what resources are needed. 4. Contacting supporting family members and service agencies for service referrals and support. 5. Providing one-on-one assistance in filing forms, e.g. Order of Protection and Restraining Order petition. 6. Accompanying the victim to court. 7. Working directly with the criminal investigator where required. 8. Maintaining case records on victimization history, services provided, demographics, etc. 9. Notifying victims and witnesses about the jail status of offenders through the VINE Network 10. Utilizing the South Carolina Victim Assistance Network Emergency Funds to relocate victims and immediate family members to other jurisdictions.

PROGRAM NARRATIVE

II. INTERAGENCY COORDINATION: Outline exactly how your agency promotes interagency coordination in public or private efforts to aid victims of crime. Document your involvement in victims of crime organizations, task forces, coordinating groups, etc. Also, define any procedures your organization has implemented or plans to assist victims seeking assistance through the victim's compensation fund and other related organizations or victim services. If your project is funded, you will be required to submit a Memorandum of Agreement. This document must be customized for your region and signed by all agencies listed on this page.

The Victim Advocates promote interagency coordination with public and private groups by providing referrals and information to help the victims of violent crimes.

FVU advocates connect victims with SOVA funds and other sources of assistance to support medical, burial, and other expenses. The advocates conduct a needs assessment and help in completing the application process. For victims who do not qualify for SOVA funding, the advocates will partner with local organizations to insure their needs are met.

The Victim Advocates coordinate services and resource with the following service providers and crime organizations:

- Ninth Circuit Solicitor's Office
- Family Services
- Department of Veteran Affairs
- Charleston-Dorchester Mental Health
- Charleston County Sheriff's Office

The Victim Advocates are also involved with several victim assistance task forces. These task forces include:

City of Charleston Mayor's Office on Aging's Coordinated Community Response Group (CCR)
Charleston County Magistrate Elder Court Project
County Justice Coordinating Council (MacArthur Foundation Justice Challenge)
Tri-County Elder Emergency Housing Feasibility Study
Tri-County Victim Council
Sexual Assault Response Team (SART) with the Medical University of South Carolina

Page 9
PROGRAM NARRATIVE
III. VOLUNTEER COORDINATION: Outline your volunteer program, including any activities and illustrations on how the volunteer program is organized and coordinated. List the number of volunteers and how the volunteers are trained, including future plans. Attach any policies for volunteers at the end of this proposal. Even if volunteer hours are not being used as match, documentation of volunteer hours is required under the VOCA guidelines.
Indicate the number of active volunteers who will participate with this project. <input type="text" value="1"/>
The FVU receives unpaid 1 social work student annually from its partnership with Limestone College. For FY 2017, the FVU will receive a Master in Social Work volunteer/intern for a full academic year. More generally, every volunteer/intern shadows advocates, assists in conducting assessments on a variety of victims, and educate family members in identifying various signs of victimization.

PROGRAM NARRATIVE

IV. PROBLEM DEFINITION: Describe the problem exactly as it exists in your particular community. The problem definition identifies the nature and magnitude of the specific problem that you wish to address through the proposed program. In addition, analyze the causes of the problem. Remember to document the problem and not the symptoms or solutions of the problem. Document any statements with valid, updated statistical data, outlining the source/date of your information. A needs assessment for victims of crime in your local area is recommended.

Introduction:

There are three general concerns that the City of Charleston Police Department (CPD) faces in the coming years. First, the number of special victims requesting additional casework and advocacy are projected to increase. Secondly, federal reporting requirements and local accountability measures require more sophisticated program administration. In sum, the CPD is attempting to leverage support to maintain enhanced advocacy services and accountability.

Issue #1: Increased Advocacy Casework

In 2016, the City of Charleston (in partnership with 3 local organizations), accepted an OVW End Abuse in Later Life grant award. In addition to training law enforcement, judges, and prosecutors, the grant includes a heavily cross-training and public outreach component. Due to increased awareness among officials and the public, the Victim Advocates expect to see an increase of elder victims that need additional casework. Charleston's population is booming and, advocates are managing more and more cases. From 2013-2015, the victimization count increase by 191 victims, or 11.89% (See Attachment: 2013-2015 Victim Data). They do this while attending support groups, on-scene calls, speaking engagements, etc. For efficiency, the Advocates have divided themselves according to Elder, Child, Hispanic, and General victim cases. The CPD wishes to maintain these specializations in the FVU.

In the City of Charleston's Executive Department, the Mayor's Office on Aging is leading an OVW-funded End Abuse in Later Life project. The project includes the aforementioned training, an OVW-designed needs assessment, and a Community Coordinated Response (CCR) group. The Elder Advocate and Resource Coordinator are critical stakeholders in the CCR meetings.

The demand for elder advocacy and resource coordination is high. Through Kaiser Family Foundation Medicare enrollment data, we can infer that South Carolina has a growing elder population. In comparison to South Carolina's total population, 19% of its citizens were Medicare beneficiaries. In 2015, our state rose to #12 in the nation for its proportion of citizens on Medicare. An already vulnerable status, 8% of individuals age 65 or older live in poverty in South Carolina [1].

The CPD crime database (RMS) tracks victims of crime that range from embezzlement to aggravated assault [See Attached: Elder Crime Victimization 2014-2016]. The Charleston Police Department recorded a total of 1,942 (primary) victims of crime age 50 and older in 2016. This total reflects an increase of 12.97% since 2014 [2]. However, not every victim incident count results in a victim advocacy case. Since the Victim Advocates review crime reports and proactively approach victims, they consistently have a full queue of clients in need. This practice results in quality follow-through for case proceedings and busy advocates however; it limits the advocate's availability to administer support for the smaller populations of senior victims. The presence of the Elder Advocate has been a tremendous advantage. In the 1st quarter of 2017, the Victim Advocates provided direct services to more than 51 victims over 50, which were predominantly victims of violent crime. The Elder Advocate will increase this count.

Issue #2: Increased Reporting & Accountability

Grant reporting requirements, Citywide and departmental performance reporting, and a persistent drive to better serve victims all mean that the Family Violence Unit must increase its administrative capacity. Growing the volunteer program, discussing service gaps with area nonprofits, updating MOU's, administering needs assessments, and building reports are all very import functions that take the Victim Advocates away from their casework. The number of nonprofit services, interested volunteers, and donations in the Charleston area has increased. Additional programmatic support is needed. With grant assistance, the CPD would maintain the Resource Coordinator to manage interagency relationships, reports, and programs.

Conclusion:

In conclusion, the CPD's Victim Advocates face a variety of concerns that, if mitigated, would enhance services to victims of crime. Maintaining the Resource Coordinator and adding software and headsets would support the increased programmatic and reporting demands of the unit and allow the Advocates to focus more on their cases. Maintaining the Elder Advocate would provide FVU the capacity for more direct casework. An opportunity for these employees to attend a national conference would be an exciting professional development opportunity that could be tailored to their specialties. It is for these reasons and more that CPD respectfully requests full funding of this proposal.

[1] Kaiser Family Foundation estimates based on the Census Bureau's March 2016 Current Population Survey (CPS: Annual Social and Economic Supplements).
[2] City of Charleston Police Department. "Victim Count Age 50+ by Victimization: 2014-2016." Data file.

Page 11
PROGRAM NARRATIVE
V. VOCA GRANT STATISTICS: A. THESE VOCA FUNDS WILL BE USED TO: <div style="margin-left: 20px;"><input type="checkbox"/> Expand Services into a new geographic area <input type="checkbox"/> Offer new types of services <input type="checkbox"/> Serve additional victim populations <input checked="" type="checkbox"/> Continue existing services to crime victims <input type="checkbox"/> Other</div> <div style="text-align: right; margin-top: 10px;">Other:(Specify) <input style="width: 80px;" type="text"/></div>
B. CHECK THE SERVICES TO BE PROVIDED BY THIS VOCA-FUNDED PROJECT: <div style="margin-left: 20px;"><input type="checkbox"/> Crisis Counseling <input type="checkbox"/> Information and Referral <input type="checkbox"/> Follow-up Contact <input checked="" type="checkbox"/> Criminal Justice Support/Advocacy <input type="checkbox"/> Therapy <input type="checkbox"/> Emergency Financial Assistance <input type="checkbox"/> Group Treatment <input type="checkbox"/> Emergency Legal Advocacy <input type="checkbox"/> Crisis Hotline <input type="checkbox"/> Assistance in Filing Compensation Claims <input type="checkbox"/> Shelter/Safe House <input type="checkbox"/> Personal Advocacy <input type="checkbox"/> Other:(Specify) <input style="width: 150px;" type="text"/></div>
PROGRAM AREA: Check the program area under which your organization is applying for funds. PLEASE CHECK ONLY THE ONE THAT BEST DESCRIBES THIS GRANT'S PURPOSE. <div style="margin-left: 20px;"><input type="checkbox"/> Sexual Assault <input type="checkbox"/> Domestic Violence <input type="checkbox"/> Child Victims <input checked="" type="checkbox"/> Previously Underserved Victims of Violent Crime <input type="checkbox"/> Other Violent and Serious Crime/Comprehensive Multiple Services</div>
D. IDENTIFY THE VICTIMS TO BE SERVED BY THE TYPE OF VICTIMIZATION THROUGH THIS VOCA FUNDED PROJECT. <div style="margin-left: 20px;"><input checked="" type="checkbox"/> Child Victims of Physical Abuse <input checked="" type="checkbox"/> Child Victims of Sexual Abuse <input type="checkbox"/> Victims of DUI/DWI <input checked="" type="checkbox"/> Victims of Domestic Violence <input checked="" type="checkbox"/> Adult Victims of Sexual Assault <input type="checkbox"/> Adult Survivors of Incest or Child Sexual Abuse <input checked="" type="checkbox"/> Survivors of Homicide Victims <input checked="" type="checkbox"/> Other Victims of Crime (Identify): <input style="width: 150px;" type="text"/></div> <div style="text-align: right; margin-top: 10px;"><input style="width: 150px;" type="text" value="Elder Victims of Crime"/></div>
E. Identify the counties this project will serve: <input style="width: 150px;" type="text" value="Charleston & Berkeley Counties"/>
F. Projected number of victims this project will serve: <input style="width: 150px;" type="text" value="Approximately 400 Primary & Secondary vic"/>

PROGRAM NARRATIVE

VI. PROJECT DESCRIPTION: The purpose of this section is to describe the broad goals of your program. In addition, describe a specific plan for conducting the program and a rationale for the tasks and activities to be employed to address the problem outlined in Section IV. Please outline in detail your overall program so that it is very clear to the reader what you plan to do. This documentation should include all activities from the time you initiate identifying the client to the job descriptions of all positions being funded by VOCA.

Broad Goals:

The primary purpose of this program is to improve the administration of the growing victim advocacy program at the Charleston Police Department (CPD) through additional (specialized) staffing, to improve coordination of referrals, information, awareness programs, policy development and victim transportation.

A secondary purpose is to take a proactive stance in staff development to minimize the impact of victimization by training the Resource Coordinator and Elder Victim Advocate at a national conference.

Long term, the CPD hopes to develop a unit similar to that of the Family Justice Center in Salt Lake City, Utah. With state support, these efforts should improve the administration and services of CPD's Family Violence Unit.

Plan of Action:

The following tasks and activities will be employed to enhance CPD Victim Advocate Services.

1. To increase their knowledge and skills, the Resource Coordinator and Elder Advocate will attend specialized training. The Project Director is particularly interested in their attendance at the 2018 National Organization for Victim Assistance (NOVA) conference. The location of the conference is yet unknown. However, the conference is large enough that the staff members will be able to break out to sessions related to their responsibilities at the Family Violence Unit.
2. The grant-funded Resource Coordinator will spend 100% of their time on Victim Advocacy resource coordination and administration. This includes managing and growing the volunteer program, managing donations, maintaining partnerships with referral organizations, and improving the records management and reporting of the Family Violence Unit. The Grants Coordinator and Resource Coordinator would manage the purchase of the supplies and software. Due to the growing size of the Family Violence Unit (4 investigators, 4 advocates, 1 intern, 1 clinician, 1 resource coordinator), the volume inside the unit would be mitigated with telephone headsets.
3. The Resource Coordinator and Grants Coordinator would manage the purchase and renewal of the corporate memberships. The Elder Advocate and Resource Coordinator select the webinars for the unit to view and will be tasked with researching best practices for the Mayor's Office on Aging's Abuse in Later Life Coordinate Community Response (CCR) group.

Page 13
PROGRAM NARRATIVE
VII. PROJECT OBJECTIVES: Objectives are specific, quantified statements of expected results of the project. The objectives must be described in terms of measurable events that can be realistically expected under time constraints and resources. Objectives must be related to the problem(s) outlined in Section IV. They should describe who would do what. PLEASE DO NOT LIST ANY TASKS. There should be no more than five (5) objectives and indicators.
Objective 1: Maintain Family Violence Unit personnel capacity with the Resource Coordinator and Elder Victim Advocate.
Objective 2: Improve the knowledge and understanding of Victim Advocates through training.
Objective 3: Improve victim assistance coordination with community partners, particularly to elder victims.
VIII. PERFORMANCE INDICATORS: Based upon your measurable objectives, state exactly how each objective will be measured. Performance Indicators should be matched to your specific objectives, in a one to one ratio. Performance Indicators are activities that evaluate and document your programs as to whether each activity was successful.
Indicator 1.1.: Maintain salaried positions of the Resource Coordinator and Elder Advocate.
Indicator 1.2: Increased number of elder victims reached and served by the FVU, as compared to the victim count recorded in Record Management System (RMS).
Indicator 2.1: Number of personnel attending national conference on victim advocacy and support.
Indicator 3.1: Continued participation in the City's Abuse in Later Life Coordinator Community Response (CCR) group, among others.
Indicator 3.2: A more flexible and robust data reporting and referral system initiated.

Page 14
PROGRAM NARRATIVE
<p>IX. PROJECT ASSESSMENT AND EVALUATION: In addition to performance indicators, describe any planned methods or measurement tools that will be used to demonstrate how project activities were successful. Please note that VOCA funds may not be used to perform any needs assessments, surveys, evaluations, and/or studies. For the purpose of this section, agency resources must be used for gathering and compiling this information.</p>
<p>In addition to the aforementioned indicators, the Project Director (Victim Advocate Coordinator) will evaluate the project based on the quality of documentation, data, victim, and partner feedback. The success of the CPD's victim services will also be determined by the number of direct services and the quality-of-coordination that they have with ongoing initiatives.</p>
<p>X. PROJECT CONTINUATION: Do you feel that this project will be self-sufficient if federal assistance is no longer available? If no, please explain. Private non-profit agencies: 1) Are you receiving funds from City/County Council? If yes, how much will go toward the continuation of this project? If no, provide extensive, valid documentation that the project cannot be continued with other funding sources (other than these grant funds).</p>
<p>The knowledge, documentation, reports and recommendations produced by the Elder Victim Advocate and Resource Coordinator would have a lasting impact on a) the quality of life for the victim of crime and; b) CPD institutional knowledge regarding elder care and gaps in service.</p> <p>Nevertheless, if federal assistance is not available for continuation, the CPD will find it difficult to maintain the quality work that these individuals insure. From 2015-present, the CPD has provided protective services for the 2015 Mother Emanuel AME Church massacre and funerals, the 2016 Democratic Debate, the October Floods Disaster, Hurricane Matthew, and the recent Slager/Roof trials. In addition to what it could leverage in grant funding, the City Council had authorized the purchase of riot gear and body cameras to comply with new mandates. These recent equipment and overtime expenses compete with personnel expenses and opportunities for training, equipment, and growth. With grant support, the CPD could continue to develop its victim advocacy program services.</p>

PROGRAM NARRATIVE

XI. SOURCES OF INCOME: List the total income your agency received in the previous fiscal year and is receiving or is expecting to receive in the current fiscal year. Complete ALL the information requested below, showing total budget, including but NOT limited to victim assistance funding. You must demonstrate that at least 25% of your agency's financial support comes from non-federal sources.

SOURCE OF FUNDS (e.g., DHEC, DSS)	TYPE OF FUNDS (e.g., local, state, federal VOCA, VAWA, SVAP, Act 141 funds)	TYPE OF PROGRAM ACTIVITIES (e.g., child abuse, domestic violence)	AMOUNT OF FUNDS PREVIOUS FISCAL YEAR	AMOUNT OF FUNDS CURRENT FISCAL YEAR
See Attachment Detail			\$0	\$0
TOTAL:			\$0	\$0
List any proposals or grant requests that you have submitted to any other agency that you anticipate receiving and that are not outlined above.				
			\$0	\$0
SCEMD-2016 HMGP	Federal	Flood Detection & Alert	\$0	\$0
Smart Cities Council	Private	IT Services-Police Data	\$0	\$0
2017 Coverdell-Compel	Federal	Forensic Services Equip	\$0	\$20,451
SCDPS-2017 JAG	Federal	Forensic Services Supp	\$0	\$32,557
SCDPS-2018 Highway	Federal	Speeding Enforcement	\$0	\$156,330
			\$0	\$0
TOTAL:			\$0	\$0

IMPLEMENTATION SCHEDULE										
Page 16										
Implementation Tasks	Person Responsible	Implementation Proposed (Proposed Quarters)				Implementation Actual Time Frame (Actual Dates)				
		1 Qtr	2 Qtr	3 Qtr	4 Qtr	1 Qtr	2 Qtr	3 Qtr	4 Qtr	Date
Do not complete (SCDPS Funding)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The implementation schedule is intended to give our office a proposed list of activities planned, when they are to be implemented, and the person responsible. Exact dates are not necessary in the "Implementation Proposed Time Frame" section. Please use an "X" to denote which quarter you plan to implement the activity. This schedule will be used to reflect the actual activities, dates, etc. in the "Implementation Actual Time Frame" section when the grant project is monitored.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

1. Availability of Federal Funds: This grant award is contingent upon availability of federal funds approved by Congress.

2. Applicable Federal Regulations: The Subgrantee must comply with the Office of Management and Budget (OMB) Circulars, as applicable: A-21 Cost Principles for Educational Institutions; A-87 Cost Principles for State and Local Governments; A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions; and, A-122 Cost Principles for Non-Profit Organizations. Also, the Subgrantee must comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part II, Applicability of Office of Management and Budget Circulars; Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 42, Non-discrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 66 (formerly OMB Circular A-102), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Allowable Costs: The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in the applicable OMB Circulars referenced above.

4. Audit Requirements: The subgrantee agrees to comply with the requirements of OMB Circular A-133. Further, records with respect to all matters covered by this grant shall be made available for audit and inspection by the State Funding Agency (SFA) and/or any of their duly authorized representatives. If required, the audit report must specifically cite that the report was done in accordance with the OMB Circular. If a compliance audit is not required, a written certification must be provided at the end of each audit period stating that the subgrantee has not expended the amount of federal funds that would require a compliance audit. The subgrantee agrees to accept these requirements by the completion of Page 6 of this application. **The State Funding Agency (SFA) will only pay the grant portion of compliance audit costs and only if a compliance audit is required. Funding of accounting services is not allowed.**

5. Equal Employment Opportunity: No person shall on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under subgrants awarded pursuant to the Act governing these funds or any project, program, activity or subgrant supported by such requirements of Title VI of the Civil Rights Act of 1964, and all applicable requirements pursuant to the regulations of the Department of Commerce (Title 15, code of Federal Regulations, Part 8, which have been adopted by the Federal Funding Agency); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Labor Regulation 41 CFR Part 60; and the Department of Justice Non-discrimination Regulations 28 CFR Part 42, Subparts C, D, E and G. The subgrantee must therefore ensure it has a current Equal Employment Opportunity Program (EEOP) which meets the requirements of 28 CFR 42.301. The Subgrantee further agrees to post in a conspicuous place, available to all employees and applicants for employment, notices setting forth the provisions of The EEOP, as supplemented in Department of Labor Regulations 41 CFR Part 60. The Subgrantee assures that in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will immediately forward a copy of the findings to the SFA.

6. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:

a. Advice: No official or employee of a state or unit of local government or of nongovernment grantees/subgrantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

b. Appearance: In the use of these grant funds, officials or employees of state or local units of government and nongovernmental grantees/subgrantees shall avoid any action which might result in, or create the appearance of:

- 1) Using his or her official position for private gain;
- 2) Giving preferential treatment to any person;
- 3) Losing complete independence or impartiality;
- 4) Making an official decision outside official channels; or
- 5) Affecting adversely the confidence of the public in the integrity of the government or the program.

7. Bonding: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant, including match.

8. Non-Supplanting Agreement: The subgrantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled.

9. Project Implementation: The Subgrantee agrees to implement this project within 90 days following the grant award effective date or be subject to automatic cancellation of the grant. Evidence of project implementation must be detailed in the first progress report.

10. Written Approval of Changes: Any changes to this subgrant, which are mutually agreed upon, must be approved, in writing, by the SFA prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved subgrant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application.

Budget Revision Requirements: There will be no limit on the amount that can be expended for any one line item so as long as the total expended for the budget category does not exceed the total budgeted for the category by more than 10% and if the quantity of personnel or equipment does not change.

A budget revision will not be required unless:

- a) The expanded amount in a major budget category exceeds the amount budgeted for the amount budgeted for that major budget category by 10%. The major budget categories are: Personnel, Consultant Services, Travel, Renovation/Construction, Equipment and Other.
- b) The quantity of Personnel or Equipment changes.
- c) An item to be purchased is not listed in the grant budget.

11. Contract Approval Requirements: The Subgrantee must receive approval of all contract agreements for services and products from the SFA prior to execution. The contract will require review and approval by appropriate staff. Every contract will identify by name all researchers, agents or vendors providing the service or product stipulated. If written approval of the contract is given, an executed copy of the contract must be submitted to the SFA prior to payment or within 30 days of signature, whichever comes first. In addition to the above requirements, consultant contractors (both individual and consulting firm) will be required to file six months progress and quarterly reports. Such reports will include an accounting of all financial transactions completed during the reporting period as well as a description of the actual services provided. Final progress, narrative and fiscal reports will be required within 30 days after the completion of the contract. The final fiscal report must contain a complete accounting of financial transactions for the entire contract period. In the final narrative report, the contractor must provide a specific statement as to the total services or products provided under the terms of the contract.

12. Individual Consultants: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

13. Dual Employment Compensation: Dual employment compensation must be approved by the SFA prior to contracting with consultants. An appropriate dual employment compensation form must be completed and submitted to the SFA.

14. Sole Source Procurement: Use of sole source procurement is discouraged. Sole source purchases will be awarded only under exceptional circumstances and must follow precisely the procedure set forth in the South Carolina Consolidated Procurement Code. All sole source purchases will require the explicit prior written approval of the SFA.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

15. Bidding Requirements: The subgrantee must comply with proper competitive bidding procedures as required by 28 CFR Part 66 (formerly OMB Circular A-102) or OMB Circular A-110, as applicable.

Purchases \$2,500.00 and less: Purchases not exceeding \$2,500 may be accomplished without securing competitive quotations if the prices are considered fair and reasonable. Subgrantee grant budget items equal to or less than \$2,500 will be evaluated by SCDPS Programmatic staff at the time of grant budget approval, and only fair and reasonable costs will be approved for inclusion in the subgrantee grant budget.

Purchases from \$2,500.01 to \$10,000: On any item, including those bid in the aggregate, whose total cost is between \$2,500.01 and \$10,000, written solicitation of written bids/quotes from a minimum of three qualified sources of supply must be made. The award shall be made to the lowest responsive and responsible sources.

Please refer to the Administrative Procurement Procedures at <http://www.scdps.gov/ohsjp/oag.asp/> for further information.

16. Personnel and Travel Costs: Personnel and Travel costs must be consistent with the agency's policies and procedures and must be applied uniformly to all activities and personnel of the agency, regardless of the source funding. Travel costs: If travel costs are included in the grant application, a copy of the agency's policies and procedures manual, or the agency Board's signed minutes must be submitted with the application, specifically outlining mileage and per diem rates of reimbursement. However, reimbursable amounts for mileage and per diem must not exceed the amount approved by state guidelines, regardless of the agency's policy. Lodging costs must not exceed the federal rate established by the General Services Administration. These rates vary by location and season and are updated annually at www.gsa.gov. Attendees will only be reimbursed up to the maximum allowable rate of the GSA, excluding taxes and surcharges.

17. Rental Cost: The SFA will only pay the grant portion of rental costs. Grant participation in mortgage payments is unallowable. Prior to final approval of rental costs, a copy of the lease agreement must be provided to the SFA as well as the total square footage included in the rental agreement and the amount of square footage requested to be funded under this grant. The Subgrantee must request approval, in writing, when:

a. The total rental space requirement, including space for files, conference, mail, supply, reproduction and storage rooms, is in excess of 150 square feet per employee. Space required for intermittent and/or part-time employees may be included in the space requirement.

b. The rental charge exceeds \$10 monthly per square foot. The subgrantee must certify in writing that the requested rental charge is consistent with the prevailing rates in the local area and shall maintain documentation in its files to support such a determination.

18. Obligation of Grant Funds: Grant funds may not, without advance written approval by the SFA be obligated prior to the effective date of award or approved revision. No obligations are allowed after the end of the grant period, and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

19. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the subgrantee's approved project plan and budget. Items must be in the subgrantee's approved grant budget in order to be eligible for reimbursement. Payments will be adjusted to correct previous overpayments and disallowances or under payments resulting from audit.

Claims for reimbursement must be submitted no more frequently than once a month and no less than once a quarter. Grants failing to meet this requirement, without prior written approval, are subject to cancellation. Claims for reimbursement must be fully documented as detailed in the Request for Payment Instructions.

20. Recording and Documentation of Receipts and Expenditures: Subgrantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the subgrant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

21. Financial Responsibility: The financial responsibility of subgrantees must be such that the subgrantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the Office of Highway Safety and Justice Programs guideline manual entitled, "Financial and Administrative Guide for Grants."

- a) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- b) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- c) The accounting system should provide accurate and current financial reporting information.
- d) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.
- e) **Co-mingling of Funds:** The accounting system must ensure that agency funds are not co-mingled with funds from other federal agencies. Each award must be accounted for separately. Subgrantees are prohibited from commingling funds on either a program-by-program basis or a project-by-project basis. Funds specifically budgeted and/or received for one grant may not be used to support another.

22. Reports: The subgrantee shall submit, at such times and in such form as may be prescribed, such reports as the SFA may reasonably require, including quarterly financial reports, progress reports, final financial reports and evaluation reports.

23. Program Income: All program income generated by this grant during the project must be reported to the SFA quarterly (on the quarterly fiscal report) and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the SFA.

24. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

25. Property Control: Effective control and accountability must be maintained for all personal property. Sub-grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Subgrantees should exercise caution in the use, maintenance, protection and preservation of such property.

- a. **Title:** Subject to the obligations and conditions set forth in 28 CFR Part 66 (formerly OMB Circular A-102), title to non-expendable property acquired in whole or in part with grant funds shall be vested in the subgrantee. Non-expendable property is defined as any item having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

b. Property Control Record Form: At the time the final request for payment is submitted, the subgrantee must file with the SFA a copy of the Property Control Record Form (provided by the SFA) listing all such property acquired with grant funds. The subgrantee agrees to be subject to a biennial audit by the SFA and/or its duly authorized representatives for verification of the information contained in the Property Control Record Form.

c. Use and Disposition: Equipment shall be used by the subgrantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by federal funds. When use of the property for project activities is discontinued, the subgrantee shall request, in writing, disposition instructions from the SFA prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the SFA immediately.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

26. Performance: This grant may be terminated or fund payments discontinued by the SFA where it finds a substantial failure to comply with the provisions of the Act governing these funds or regulations promulgated, including those grant conditions or other obligations established by the SFA. In the event the subgrantee fails to perform the services described herein and has previously received financial assistance from the SFA, the subgrantee shall reimburse the SFA the full amount of the payments made. However, if the services described herein are partially performed, and the subgrantee has previously received financial assistance, the subgrantee shall proportionally reimburse the SFA for payments made.

27. Deobligation of Grant Funds: All grants must be deobligated within forty-five(45) calendar days of the end of the grant period. Failure to deobligate the grant in a timely manner will result in an automatic deobligation of the grant by the SFA.

28. Project Evaluation Report: Any formal evaluation report must be received by the SFA not later than 45 days after the end of the reporting period.

29. Copyright: Except as otherwise provided in the terms and conditions of this grant, the subgrantee or a contractor paid through this grant is free to copyright any books, publications or other copyrightable materials developed in the course of or under this grant. However, the federal awarding agency and/or state funding agency (SFA) reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government and/or SFA purposes:

- a. the copyright in any work developed under this grant or through a contract under this grant; and,
- b. any rights of copyright to which a subgrantee or subcontractor purchases ownership with grant support.

The federal government's rights and/or the SFA's rights identified above must be conveyed to the publisher and the language of the publisher's release form must ensure the preservation of these rights.

30. Cash Depositories: Subgrantees are required to deposit grant funds in a federally insured banking institution, and the balance exceeding insurance coverage must be collaterally secured.

31. Furniture Purchase Requirements (For State Agencies Only): The SFA requires that furniture funded by the grant (both grantor and match) be purchased through the South Carolina Department of Corrections, Prison Industries Program (PI). The subgrantee may purchase grant funded furniture through another vendor only if, (a) PI is unable to guarantee delivery within eight (8) weeks of the placement of the order, or (b) the subgrantee receives a bid for furniture of equal or higher specifications for less than the PI cost. If (a) or (b) is utilized, the Project Director or Authorized Official must certify this process. The certification must accompany the Request for Payment for the applicable items.

Regardless of purchase source, the PI cost will be the maximum allowed by the grant. The maximum limit applies to Grantor funds and Match funds and any combination of the two. The subgrantee should contact a customer services representative at PI at 1-800-922-8121.

32. Americans with Disabilities Act of 1990 (ADA): The subgrantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

33. Compliance With Section 504 Of The Rehabilitation Act of 1973 (Handicapped): All recipients of federal funds must comply with Section 504 of the Rehabilitation Act of 1973 (The Act). Therefore, the federal funds recipient pursuant to the requirements of The Act hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of The Act shall be included in the agreements with and be binding on all of its subgrantees, contractors, subcontractors, assignees or successors.

34. Utilization of Minority Businesses: Subgrantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

35. Confidential Information: Any reports, information, data, etc., given to or prepared or assembled by the subgrantee under this grant which the SFA requests to be kept confidential shall not be made available to any individual or organization by the subgrantee without prior written approval of the SFA.

36. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act."

37. Debarment Certification: The subgrantee must comply with Federal Debarment and Suspension regulations by requiring completion of "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" by subrecipients prior to entering into a financial agreement with the subrecipients for any transaction as outlined below:

a. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is a cumulative amount from all federal funding sources).

b. Any procurement contract for goods and services, regardless of amount, under which the subrecipient will have a critical influence on or substantive control over the transaction.

The subgrantee is responsible for monitoring the submission and maintaining the official document.

38. Drug-Free Workplace Certification: This Certification is required by the S. C. Drug-Free Workplace Act #593 of 1990 and federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989 Federal Register, **require certification by state agency subgrantees** that they will maintain a drug-free workplace. The South Carolina Drug-Free Workplace Act **requires certification by all subgrantees receiving \$50,000 or more.** The Certification is a material representation of fact upon which reliance will be placed when the SFA determines to award the grant. False Certification or violation of the Certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

39. Disclosure of Federal Participation: In compliance with Section 623 of Public Law 102-141, the subgrantee agrees that no amount of this award shall be used to finance the acquisition of goods and services (including construction services) for the Project unless the subgrantee:

a. specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved (including construction services) the amount of Federal funds that will be used to finance the acquisition; and,

b. expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

The above requirements only apply to a procurement for goods or services (including construction services) that has an aggregate value of \$500,000 or more.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

40. Publications: The subgrantee agrees that any publication (written, visual, or sound, but excluding press releases, newsletters, and issue analyses) issued by the subgrantee describing programs or projects funded in whole or in part with federal funds, shall contain the following statement:

"This project was supported by Federal Formula Grant # (Please contact Program Coordinator for Number), awarded by the Office of Juvenile Justice and Delinquency Prevention, U.S. department of Justice through the South Carolina Department of Public Safety. The Assistant Attorney General, Office of Justice Programs, coordinates the activities of the following program offices and bureaus: Bureau of Justice Assistance, Bureau of Justice Statistics, National Institute of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. A point of view or opinions contained within this document are those of the author and does not necessarily represent the official position or policies of the U.S. Department of Justice."

The subgrantee also agrees that one copy of any such publications will be submitted to the SFA to be placed on file and distributed as appropriate to other potential subgrantees or interested parties. The SFA may waive the requirement for submission of any specific publication upon submission of a request providing justification from the subgrantee.

41. Closed-Captioning of Public Service Announcements: Any television public service announcement that is produced or funded in whole or in part by any agency or instrumentality of Federal Government shall include closed captioning of the verbal content of such announcement.

42. Non-Profit Organization Special Requirement: In accordance with the revised OMB Circular A-110, effective February 10, 1987, non-profit organizations shall maintain advances of federal funds in interest bearing accounts. Interest amounts earned on all advances of Federal grant funds up to \$250 per fiscal year may be retained by the recipient for administrative expense. This amount is not per award but from all funds received as a result of Federal programs. Annually remit interest earned (over and above the \$250 per fiscal year) on advances of Federal grant funds to the United States Department of Health and Human Services, Division of Payment Management Services, Post Office Box 6021, Rockville, MD 20852. In order to simplify compliance with this requirement, we suggest that the subgrantee have a separate bank account for funds received under this grant.

43. Victims' Compensation Benefits: All victims served under VOCA, VAWA or SVAP funded programs must be referred, when appropriate, for Victim's Compensation benefits. VOCA, VAWA or SVAP funds should pay for medical and counseling services only when those services are not payable under Victim's Compensation guidelines and are specifically identified within the grant.

44. Direct Service Cost: Only costs which are related to the provision of direct services to crime victims are allowable under VOCA, VAWA or SVAP. Community crime prevention, and legislative advocacy are examples of activities not eligible for VOCA, VAWA or SVAP funding support. (Indirect Cost is strongly discouraged.)

45. Training: An eligible subgrantee of crime victim assistance grant funds may only include as a budget item the reasonable cost of staff development for those persons (salaried and volunteer staff) who provide direct services to crime victims. Also included as an allowable cost are the necessary and reasonable travel expenses related to the participation of direct service staff in eligible training programs. Such costs are, however, permitted only within the state or a comparable geographic region. Approval is provided on a case by case basis, requiring prior written approval from the SFA. All SVAP grant funded personnel must attend a minimum of one (1) training directly related to Violence Against Women issues during the grant period. All conferences/trainings must receive prior written approval from the SVAP Program Coordinator. A written summary of the trainings attended must be submitted within one month from the date of the training.

VICTIMS OF CRIME ACT GRANT TERMS AND CONDITIONS

46. Eligibility Requirements: The subgrantee must demonstrate a record of providing effective direct services to crime victims. This includes having the support and approval of the subgrantee's services by the community, a history of providing direct services in a cost-effective manner, and have substantial financial support from non-federal sources. In order to ensure financial stability. In order to be eligible to receive VAWA funds, the subgrantee must be able to document that at least 25% of its financial support comes from non-federal sources.

47. Fiscal Regulations: The fiscal administration of grants shall be subject to such further rules, regulations and policies concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by the SFA Guidelines or "Special Conditions" placed on the grant award.

48. Compliance Agreement: The subgrantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the SFA. Failure to comply could result in a "Stop Payment" being placed on the grant.

49. Suspension or Termination of Funding: The SFA may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a subgrantee for any of the following reasons:

- a. Failure to comply substantially with the requirements or statutory objectives of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; Block Grants Program Guidelines issued thereunder, or other provisions of Federal Law.
- b. Failure to adhere to the requirements, standard conditions, or special conditions.
- c. Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding.
- d. Failure to submit reports.
- e. Filing a false certification in this application or other reports or documents.
- f. Other good cause shown.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Lobbying, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants). The certifications shall be treated as a material representation of fact upon which reliance will be placed when the State Funding Agency (SFA) determines to award the covered transaction, grant or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented by the applicable CFR, for persons entering into a grant or cooperative agreement over \$100,000, as defined by the applicable CFR, the applicant certifies that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (SUB-RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in primary covered transactions, as defined in the applicable CFR --

A. The applicant certifies that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and

(4) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

VICTIMS OF CRIME ACT GRANT CERTIFICATIONS

3. A. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS) -- APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE AND ALL STATE AGENCIES REGARDLESS OF GRANT AMOUNT.

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace Act of 1988 and implemented under the applicable CFR for grantees --

The applicant certifies that it will or will continue to provide a drug-free workplace by:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(2) Establishing an on-going drug-free awareness program to inform employees about --

(a) The dangers of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation and employee assistance programs, and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1);

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will --

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(5) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (4)(b), from an employee or otherwise receiving actual notice of such conviction. Employers or convicted employees must provide notice, including position title, to the State Funding Agency. Notice shall include the identification number(s) of each affected grant;

(6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4)(b), with respect to any employee who is so convicted --

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).

B. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS) --APPLICABLE TO GRANTEES RECEIVING \$50,000 OR MORE.

As required by the S.C. Drug-Free Workplace Act #593 of 1990 and the Federal Drug-Free Workplace of 1988, and implemented under the applicable CFR for grantees --

A. As a condition of the grant I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction to the State Funding Agency.

Page 27
VICTIMS OF CRIME ACT GRANT CERTIFICATIONS
GRANT NO. <input style="width: 150px;" type="text"/>
CERTIFICATION BY PROJECT DIRECTOR *
<p>I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.</p>
<p>(Please use the distinct name fields below) Name: <input style="width: 150px;" type="text"/></p> <p>Prefix: <input style="width: 150px;" type="text" value="Mrs."/></p> <p>First Name: <input style="width: 150px;" type="text" value="Catrice"/></p> <p>Middle Name: <input style="width: 150px;" type="text"/></p> <p>Last Name: <input style="width: 150px;" type="text" value="Smalls"/></p> <p>Suffix: <input style="width: 150px;" type="text"/></p> <p>Title: <input style="width: 150px;" type="text" value="Victim Advocate Coordinator"/></p> <p>Agency: <input style="width: 150px;" type="text" value="Charleston Police Department"/></p> <p>Mailing Address <input style="width: 150px;" type="text" value="180 Lockwood Drive"/></p> <p>City: <input style="width: 150px;" type="text" value="Charleston"/></p> <p>State: <input style="width: 150px;" type="text" value="South Carolina"/></p> <p>10 Digit Zip: <input style="width: 150px;" type="text" value="29403-5152"/></p> <p>Phone Number: <input style="width: 150px;" type="text" value="843-720-2425"/></p> <p>Fax Number: <input style="width: 150px;" type="text" value="843-579-7518"/></p> <p>E-Mail Address: <input style="width: 150px;" type="text" value="smallsc@charleston-sc.gov"/></p> <p>Signature: <input style="width: 150px;" type="text"/></p> <p>Bonded: Yes</p>
CERTIFICATION BY FINANCIAL OFFICER *
<p>I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Financial Officer as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.</p>
<p>(Please use the distinct name fields below) Name: <input style="width: 150px;" type="text"/></p> <p>Prefix: <input style="width: 150px;" type="text" value="Mrs."/></p> <p>First Name: <input style="width: 150px;" type="text" value="Amy"/></p> <p>Middle Name: <input style="width: 150px;" type="text" value="K."/></p> <p>Last Name: <input style="width: 150px;" type="text" value="Wharton"/></p> <p>Suffix: <input style="width: 150px;" type="text"/></p> <p>Title: <input style="width: 150px;" type="text" value="Chief Financial Officer"/></p> <p>Agency: <input style="width: 150px;" type="text" value="City of Charleston"/></p> <p>Mailing Address <input style="width: 150px;" type="text" value="116 Meeting Street"/></p> <p>City: <input style="width: 150px;" type="text" value="Charleston"/></p> <p>State: <input style="width: 150px;" type="text" value="South Carolina"/></p>

10 Digit Zip:	<input type="text" value="29401-2901"/>
Phone Number:	<input type="text" value="843-579-7596"/>
Fax Number:	<input type="text" value="843-720-3901"/>
E-Mail Address:	<input type="text" value="whartona@charleston-sc.gov"/>
Signature:	<input type="text"/>
Bonded:	Yes

Page 28
VICTIMS OF CRIME ACT GRANT CERTIFICATIONS
GRANT NO. <input style="width: 150px;" type="text"/>
CERTIFICATION BY OFFICIAL AUTHORIZED TO SIGN *
<p>I certify that I understand and agree to comply with the general and fiscal terms and conditions of this application including special conditions; to comply with provisions of the Act governing these funds and all other federal laws; that all information presented is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized by the Applicant to perform the tasks of Project Director as they relate to the terms and conditions of this grant application; that costs incurred prior to grant approval may result in the expenses being absorbed by the subgrantee; and, that the receipt of grantor funds through the State Funding Agency will not supplant state or local funds.</p> <p>The Omnibus Appropriations Act of 1996 requires that subgrantees provide assurance that subgrant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for law enforcement and/or criminal justice activities. In compliance with that mandate, I certify that the receipt of federal funds through the State Funding Agency shall in no way supplant or replace state or local funds or other resources that would have been made available for law enforcement and/or criminal justice activities.</p>
<p>(Please use the distinct name fields below) Name: <input style="width: 250px;" type="text" value="John"/></p> <p>Prefix: <input style="width: 250px;" type="text" value="The Honorable"/></p> <p>First Name: <input style="width: 250px;" type="text" value="John"/></p> <p>Middle Name: <input style="width: 250px;" type="text" value="J."/></p> <p>Last Name: <input style="width: 250px;" type="text" value="Tecklenburg"/></p> <p>Suffix: <input style="width: 250px;" type="text"/></p> <p>Title: <input style="width: 250px;" type="text" value="Mayor"/></p> <p>Agency: <input style="width: 250px;" type="text" value="City of Charleston"/></p> <p>Mailing Address <input style="width: 250px;" type="text" value="80 Broad Street"/></p> <p>City: <input style="width: 250px;" type="text" value="Charleston"/></p> <p>State: <input style="width: 250px;" type="text" value="South Carolina"/></p> <p>10 Digit Zip: <input style="width: 250px;" type="text" value="29401-2901"/></p> <p>Phone Number: <input style="width: 250px;" type="text" value="843-724-3739"/></p> <p>Fax Number: <input style="width: 250px;" type="text" value="843-720-3827"/></p> <p>E-Mail Address: <input style="width: 250px;" type="text" value="tecklenburgj@charleston-sc.gov"/></p> <p>Signature: <input style="width: 250px;" type="text"/></p> <p>Bonded: Yes</p> <p>* NOTE: THE PROJECT DIRECTOR, FINANCIAL OFFICER AND OFFICIAL AUTHORIZED TO SIGN CANNOT BE THE SAME PERSON. STAFF BEING FUNDED UNDER THIS GRANT MAY NOT BE ANY OF THE ABOVE OFFICIALS WITHOUT SFA APPROVAL.</p>

Page 29
VICTIMS OF CRIME ACT GRANT CERTIFICATIONS
CHECK LIST
THE FOLLOWING IS A CHECKLIST FOR THE ORGANIZATION SUBMITTING THE PROPOSAL.
<ul style="list-style-type: none"><input type="checkbox"/> Proposal addresses priority areas as established by guidelines.<input type="checkbox"/> Documentation is included that existing program provides effective services and has adequate financial support.<input type="checkbox"/> Documentation is included that project utilizes volunteers, and states approximate number of volunteers currently working.<input type="checkbox"/> Documentation clearly outlines significant involvement in coordinating services with all other applicable victim organizations.<input type="checkbox"/> Documentation is included that illustrates the organization assists victims in seeking victim compensation benefits.<input type="checkbox"/> All appropriate signatures for the proposal have been obtained. Each of the three different official people have listed three different addresses and emails.<input type="checkbox"/> Proposal is received by 5:00 pm by due date.<input type="checkbox"/> Proposal outlines that an evaluation of victims' needs in a particular community has been or will be conducted.<input type="checkbox"/> Letter from Board Chairman is included, if private non-profit.<input type="checkbox"/> Organizational Chart is included.<input type="checkbox"/> IRS written certification is included.<input type="checkbox"/> Terms and Conditions pages have been read.<input type="checkbox"/> Objectives state who, will do what, by when and also state the approximate number of victims and/or trainees who will receive services through this project.<input type="checkbox"/> Statements made in "Problem Definition" section are documented with current, valid, statistical data, outlining the source/date of the information provided.<input type="checkbox"/> "Source of Income" page is complete with all requested information, showing total agency income and budget, including, but not limited to, victim assistance funding.<input type="checkbox"/> Job description(s) for staff/volunteer(s) who will be funded by this project, or a job description of the person using the equipment purchased by this project (if this is an equipment-only grant), is included in the proposal.<input type="checkbox"/> Continuation Proposal contains documentation that efforts have been made to obtain permanent funding.

REQUEST FOR GRANT EXTENSION AND/OR REVISION			
Date: <input style="width: 100px;" type="text"/>			
SUBGRANTEE : <input style="width: 350px;" type="text" value="Charleston Police Department"/>			
GRANT TITLE : <input style="width: 350px;" type="text" value="Charleston Police Department: Family Violence Unit Capacity E"/>			
Type of Request:			
<input type="checkbox"/> Programmatic Revision			
<input type="checkbox"/> Budget Revision:			
<input type="checkbox"/> 1. REQUEST FOR EXTENSION			
Last Approved Grant Period:	Begin Date: <input style="width: 80px;" type="text"/>	End Date: <input style="width: 80px;" type="text"/>	
Proposed Grant Period:	Begin Date: <input style="width: 80px;" type="text"/>	End Date: <input style="width: 80px;" type="text"/>	
Section 1a.			
JUSTIFICATION FOR PROPOSED EXTENSION:			
<input type="checkbox"/> 2. REQUEST FOR BUDGET AND/OR PROGRAMMATIC REVISION			
Specific Area(s) to be revised	Current Approved Federal Amount	Requested Amount	Difference (+) (-)
Personnel	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>
Contractual Services	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>
Travel	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>
Equipment	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>
Other	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>
Total	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>	<input style="width: 100px;" type="text" value="\$0"/>
JUSTIFICATION FOR THE REQUESTED REVISION:			
PAGE NUMBER(S) OF REVISED GRANT PAGES:			
3. SUBGRANTEE GRANT OFFICIAL:			
Print Name: <input style="width: 350px;" type="text"/>			
Signature: <input style="width: 150px;" type="text"/> (Signature not required for Electronic Submissions)			
FOR STATE FUNDING AGENCY ONLY:			
Senior Accountant <input style="width: 80px;" type="text" value="v"/>			
Date <input style="width: 80px;" type="text"/>			
Initial <input style="width: 60px;" type="text"/>			
Program Coordinator <input style="width: 80px;" type="text" value="v"/>			
Date <input style="width: 80px;" type="text"/>			
Initial <input style="width: 60px;" type="text"/>			
Availability of Funds: <input style="width: 80px;" type="text" value="v"/>			
Date <input style="width: 80px;" type="text"/>			
Initial <input style="width: 60px;" type="text"/>			
Comments:			



City of Charleston
South Carolina

An Equal Opportunity Employer

JOB DESCRIPTION

Job Title:	Specialist - Resource	Job Code:	TBD
Dept:	58-Police Department	FLSA:	Non-Exempt
Division:	240037-Family Violence Unit	EEOC:	O&A
Reports To:	Coordinator – Victim Advocate	Work Comp:	8810
Location:	180 Lockwood Drive (Police Headquarters)	EM Status:	Essential
Normal Schedule:	Mon-Fri, 8:30am-5:00pm	Approved:	REG10

SUMMARY

Is responsible for managing the administrative aspects of the Charleston Police Department (CPD) victim services. Connects victims, families and caregivers with available services by responding in a timely fashion to calls seeking help or access to services.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. May require evenings, weekends, and holidays as scheduled. Other duties may be assigned.

Works with the IT Department on back-end web development.

Designs graphics and layout of brochures and reports for victim programs and therapy groups.

Generates narrative content for Victim Advocacy webpage.

Prepares victim information packets and supplementals.

Gathers victim candidates contact information, demographic, and other hiring data for reports (internal, grant, CALEA, etc).

Designs and administers needs assessments, self-certification forms, and other surveys.

Builds victim referral sources by researching and contacting community service organizations, public agencies, houses of worship, etc.

Assist with Victim scheduling and monitors satisfaction.

Manages and enhances intern/volunteer program by conducting orientations, scheduling assignments, monitoring effectiveness, and connecting training opportunities.

Monitors FVU program budget against expenditures.

Initiates changes in standard form contracts and templates.

Compiles Victim Advocacy reports and after-action reports.

Responsible for creating and maintaining a good customer service relationship with victims and referral agencies.

Compiles and analyzes statistical data on victim trends and needs.

Participates in inter-agency process-improvement projects (e.g. OVW End Abuse in Later Life Project and Charleston County Criminal Justice Coordinating Council).

Responsible for division purchasing according to City, State, and Federal guidelines.

Researches victim service initiatives, model programs and best practices.

Develops an effective means of communication, collaboration and networking between and with service providers.

Builds and maintains victim and service provider databases.

Drafts and maintains MOU's, service agreements, disclaimers, and SOP's with the support of Corporation Counsel.

EMERGENCY RESPONSIBILITY

In the event of major storms or other emergency situations, this position may be subject to 24-hour shifts or any other emergency schedule that is necessary to meet the City's needs.

DECISION-MAKING AUTHORITY

Follows general policies and procedures and makes regular decisions impacting subjects or employees under their responsibility. The employee may collect data, establish facts and draw conclusions on which to base decisions. The decisions affect the immediate workgroup or customer involved and may impact the operations of the division or organization. Decisions may be reviewed and reversed by a higher authority.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Bachelor's degree (BA/BS) or equivalent; no experience required but one to two years of related experience and/or training are preferred; or an equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid South Carolina Driver's License.

COMPUTER SKILLS

To perform this job successfully, an individual should have a working knowledge of Microsoft Windows, Outlook, Excel and Word or similar software.

LANGUAGE SKILLS

Ability to comprehend abstract instructions. Ability to read and analyze complex periodicals and journals, financial reports, and government regulations. Ability to write general reports, correspondence, procedure manuals, and articles for publication. Ability to effectively present information to top management, City Council, and the general public. Ability to respond to common inquiries or complaints from the general public.

MATHEMATICAL SKILLS

Ability to apply concepts of basic algebra and geometry to practical situations. Ability to solve basic algebraic equations and develop budgets and spreadsheets.

REASONING ABILITY

Ability to apply principles of logical thinking and to solve a wide range of intellectual and practical problems where only limited information may exist.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to walk; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand; sit; and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds. Specific vision abilities required by this job include ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually very loud.

SAFETY

The employee must establish and maintain a positive behavior toward occupational safety and health and ensure that all operations are performed with the utmost regard for safety and health. Must report occupational injury/illness immediately to supervisor to insure First Report of Injury/Illness is submitted within (8) hours of occurrence.

NOTICE

The above statements are intended to describe the general nature and level of work being performed by employees in this position. They are not intended to be an exhaustive list of all duties, responsibilities, and qualifications of employees assigned to this job.



City of Charleston
South Carolina

An Equal Opportunity Employer

JOB DESCRIPTION

Job Title:	Victim Advocate	Job Code:	22107
Dept:	58 – Police	FLSA:	Non-Exempt
Division:	200000 – Police	EEOC:	Professional
Location:	180 Lockwood Blvd	Work Comp:	8810
Reports To:	Coordinator-Victim Advocate	EM Status:	Essential
Normal Schedule:	Mon – Fri, 8:30 a.m. – 5:00 p.m.	Pay Grade:	REG10

SUMMARY

Responsible for monitoring the Municipal Court and other avenues to determine if cases of violence need assistance to crime victims by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. May require evenings, weekends, and holidays as scheduled. Other duties may be assigned.

Monitors court cases involving violence or assault to render assistance as appropriate.

Identifies and assesses the needs of victims.

Coordinates the assistance or service to victims of violence.

Establishes liaison with other police agencies, governmental agencies and social service agencies.

Personally assists victims by providing direct victim services.

Advises victims of their rights and remedies.

Prepares and timely submits required reports.

Maintains a complete record system of victims.

Performs training to various groups on direct victim services.

Assist crime victims with filing out Crime Compensation Forms.

Performs other duties as assigned.

SUPERVISORY RESPONSIBILITIES

This job has no supervisory responsibilities.

EMERGENCY RESPONSIBILITY

In the event of major storms or other emergency situations, this position may be subject to 24-hour shifts or any other emergency schedule that is necessary to meet the City's needs.

DECISION-MAKING AUTHORITY

Follows general policies and procedures and makes regular decisions impacting subjects or employees under their responsibility. The employee may collect data, establish facts and draw conclusions on which to base decisions. The decisions affect the immediate workgroup or customer involved and may impact the operations of the division or organization. Decisions may be reviewed and reversed by a higher authority.

QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

Associate's degree (AA/AS) or equivalent; and two to four years of related experience and/or training; or an equivalent combination of education and experience.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid South Carolina Driver's License.

VSP (OVSEC) Certification

COMPUTER SKILLS

To perform this job successfully, an individual should have a working knowledge of Microsoft Windows, Outlook, Excel and Word or similar software.

LANGUAGE SKILLS

Ability to comprehend abstract instructions. Ability to read and analyze complex periodicals and journals, financial reports, and government regulations. Ability to write general reports, correspondence, procedure manuals, and articles for publication. Ability to effectively present information to top management, City Council, and the general public. Ability to respond to common inquiries or complaints from the general public.

MATHEMATICAL SKILLS

Ability to apply concepts of basic algebra and geometry to practical situations. Ability to solve basic algebraic equations and develop budgets and spreadsheets.

REASONING ABILITY

Ability to apply principles of logical thinking and to solve a wide range of intellectual and practical problems where only limited information may exist.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to walk; use hands to finger, handle, or feel; reach with hands and arms; and talk or hear. The employee is occasionally required to stand; sit; and stoop, kneel, crouch, or crawl. The employee must regularly lift and/or move up to 10 pounds. Specific vision abilities required by this job include ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The noise level in the work environment is usually very loud.

SAFETY

The employee must establish and maintain a positive behavior toward occupational safety and health and ensure that all operations are performed with the utmost regard for safety and health. Must report occupational injury/illness immediately to supervisor to insure First Report of Injury/Illness is submitted within (8) hours of occurrence.

NOTICE

The above statements are intended to describe the general nature and level of work being performed by employees in this position. They are not intended to be an exhaustive list of all duties, responsibilities, and qualifications of employees assigned to this job.



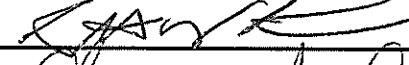
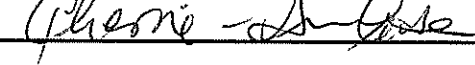
COMMITTEE / COUNCIL AGENDA

5.)

TO: John J. Tecklenburg, Mayor
FROM: Scott Watson DEPT. Executive
SUBJECT: OFFICE OF CULTURAL AFFAIRS – NATIONAL ENDOWMENT FOR THE ARTS (NEA) BIG READ
REQUEST: To accept a grant award of \$10,500 from the NEA Big Read. Project funds will be used for artistic fees, book purchases and programming expenses.

COMMITTEE OF COUNCIL: W&M DATE: May 9, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Cap. Proj. Cmte. Chair	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Office of Cultural Affairs	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
Grants Manager	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>


FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: Account #:

Balance in Account Amount needed for this item

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☐

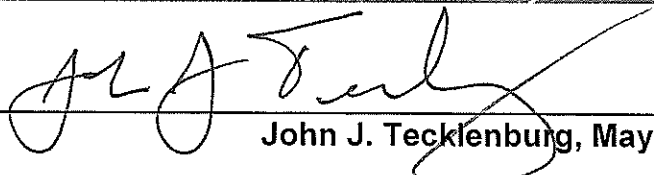
NEED: Identify any critical time constraint(s).

^{Deputy}
CFO's Signature: 

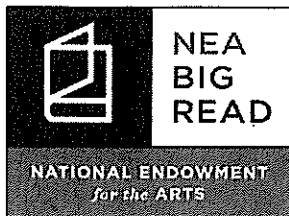
FISCAL IMPACT:

A City match of \$10,500 is required. Match will come from the 2017 MOJA Arts Festival pending grant requests and from paid admissions.

Mayor's Signature:


John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.



Grant Agreement

GRANTEE

City of Charleston Office of Cultural Affairs

75 Calhoun Street

Suite 3800

Charleston, SC 29401-3538

DUNS number

077990786

Name for publicity purposes

City of Charleston Office of Cultural Affairs

Purpose

NEA Big Read 2017-2018

Grant award

\$10,500

Case number

00019850

Date of Agreement

April 21, 2017

This Agreement, by and between Arts Midwest on behalf of the National Endowment for the Arts and **City of Charleston Office of Cultural Affairs** listed above, hereinafter referred to as GRANTEE, is subject to the following terms and conditions.

The program

NEA Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book.

NEA Big Read team at Arts Midwest will serve as your contacts for all questions regarding the program and this Grant Agreement. The team can be reached at 612.238.8010 or neabigread@artsmidwest.org.

Grant award stipulations

Grant award

Your grant award from Arts Midwest, on behalf of the National Endowment for the Arts, is \$10,500.

This award derives from the National Endowment for the Arts (CFDA #45.024) distributed through Arts Midwest. These are federal funds based on a cooperative agreement (2016-05, July 1, 2016 to October 31, 2018) between the National Endowment for the Arts and Arts Midwest with a \$1,472,000 total award amount for the purpose of supporting community wide reading initiatives. This grant must be indicated as federal funds with GRANTEE's records.

This award must be used towards the expenses incurred as part of GRANTEE's NEA Big Read programming. These expenses may include artist fees; book purchases; staff salaries and benefits; and other expenses.

Unallowable expenses include fundraising, hospitality activities, meals, concessions, gifts for participants, or costs incurred prior to receipt of an executed copy of this Grant Agreement or after August 17, 2018.

- The award must be matched on a 1 to 1 basis with nonfederal funds.
- In order to receive the full grant, GRANTEE's total expenses as shown on your final report budget must be at least double the grant award amount.
- There can be no overlapping expenses between this grant and a grant received directly from the National Endowment for the Arts.

GRANTEE is expected to carry out a project that is consistent with the proposal that was approved for funding by Arts Midwest and the National Endowment for the Arts.

If the award amount above is less than the amount requested in GRANTEE's application, a revised budget based on the award amount is due to Arts Midwest before any funds can be issued. A revised budget form can be found online at <https://artsmidwest.force.com/neabigread> in the Grantee Dashboard.

If major changes in the programming or more than a 20% adjustment in total project costs are believed to be necessary, GRANTEE must send a written request, with justification, to Arts Midwest prior to the expenditure of grant funds. Approval is not guaranteed.

Grant payments

Arts Midwest will disburse this grant in two installments by check to GRANTEE as follows:

- Program start payment of \$8,400.00 will be sent to arrive on or about the date of the first event as indicated on GRANTEE's Event Listing (see Program event listing). Prior to issuing this payment, Arts Midwest must also receive a revised budget (if applicable) and an updated calendar of engagements (see Reporting).
- Final payment of \$2,100.00 will be sent four to six weeks following the receipt of a complete final report (see Reporting).

If the above payment schedule represents a financial hardship, GRANTEE has the option to request one advance payment of up to 80% of your grant award. Advance payments may be requested for expenditures already incurred or for expenditures you expect to incur within 30 days. Please complete the Advance Payment Request Form, available at <https://artsmidwest.force.com/neabigread> in the Grantee Dashboard, to request an advance payment for expenditures you expect to incur within 30 days or reimbursements for expenditures already incurred. If an advance payment is issued, your program start payment will be adjusted according to the remaining balance.

Funds received must be disbursed within 30 days of receipt.

Independent contractor

It is understood that this Agreement does not constitute a partnership or joint venture between Arts Midwest and GRANTEE, and that GRANTEE's status is solely that of an independent contractor. GRANTEE shall be solely responsible for the performance of its contracts including, without limitation, the payment of all costs, expenses, and damages that may arise from said contracts.

Funding default "force majeure"

This Agreement may be terminated by Arts Midwest in the event that funding from the National Endowment for the Arts is not forthcoming, or by reason of an Act of God, force majeure, or any unforeseen occurrence which renders the fulfillment of this agreement by either party impossible. Under such circumstances, neither party shall be liable to the other for payment of damages.

Award management

All documents needed to manage your award, including the Standards Manual, budget forms, and other resources are available in the Grantee Dashboard (<https://artsmidwest.force.com/neabigread>).

GRANTEE will be expected to manage this award and fulfill reporting requirements (see Reporting) in the Grantee Dashboard. Arts Midwest will work with you to provide access to this online community.

Program requirements

As a participant in NEA Big Read, GRANTEE agrees to conduct the following Big Read activities:

- Develop and produce a dynamic community reading program designed around a single NEA Big Read selection that inspires conversation and discovery. Your literary programming should feature diverse and creative engagements that show a clear connection between the NEA Big Read book and the target audience and engage a wide range of community members with the book. The ideal Big Read lasts approximately one month and must occur between September 1, 2017 and June 30, 2018. A successful Big Read will be held in a variety of venues and, through effective partnerships, reach a broad audience. The number of engagements planned should correlate with your community population. Activities should include:
 - a kick-off event to launch the program;
 - a minimum of 10 discussions on the selected book;
 - At least one keynote session on the selected book and its themes, either with the author or another appropriate speaker. If you are considering an author visit as part of your programming, please be aware that honoraria and availability vary by individual. Other considerations for a keynote could include a panel discussion or a presentation by someone associated with the book or author.
 - a minimum of two special events involving other forms of artistic programming designed to engage participants with the selected book (e.g., art exhibits/contests, films, musical performances, theatrical readings, and creative writing activities related to the themes of the book, etc.).
- Partner with a library (if GRANTEE itself is not a library) and with additional community organizations. Other collaborating organizations might include arts organizations, bookstores, community centers, community colleges, community service organizations, correctional institutions, libraries, local businesses, middle and high schools, military installations, museums, senior centers, social service organizations, universities, and youth groups.
- Promote your programming through digital and print channels, and partnering with local radio, print, TV, and other media outlets.
- Use and distribute the NEA Big Read educational and promotional materials.

In addition, GRANTEE is strongly encouraged to participate in online orientation activities.

Failure to comply with the program requirements will jeopardize this grant award.

Crediting and publicity

The National Endowment for the Arts and Arts Midwest seek to achieve unified branding for this national program and GRANTEE must comply with the crediting requirements as set forth in the Standards Manual, which is enclosed and therefore made part of this Agreement. This includes the usage of the credit line and logo in all print and digital materials as well as proper display of NEA Big Read banners and bookmarks. Arts Midwest expects GRANTEE to ensure proper crediting and visibility for the benefit of both GRANTEE and this national program.

GRANTEE will be required to include a sampling of printed materials and digital communications with your final report.

Failure to meet these credit requirements, as set forth in the Standards Manual, may jeopardize GRANTEE's future Arts Midwest support.

Public relations

GRANTEE's outreach efforts to local media, including print, television, and radio outlets, are very important to the success of NEA Big Read.

The National Endowment for the Arts will create a sample news release for use in publicizing GRANTEE's participation in NEA Big Read. This news release should be customized to accommodate your local organization and distributed to your local media. The news release can be downloaded from <https://artsmidwest.force.com/neabigread>, in the Grantee Dashboard (see Website).

The NEA also created a PR toolkit, which is available online at in the Grantee Dashboard, Resources – Media and Public Relations tab. This toolkit contains sample press releases, talking points, frequently asked questions, and other public relations tools, along with tips on working with print, radio, and television media.

Educational materials

All NEA Big Read educational materials are accessible online.

NEA Big Read educational materials vary by book selection. Materials may include Reader Resources, Teacher's Guides, Audio Guides, and films.

Please note: NEA Big Read educational materials are not provided in print.

Online resources include:

- Reader Resources, which contain an introduction to the featured book, background on the writer, and discussion questions. Some Reader Resources also contain additional resources and information about related works.
- Teacher's Guides, which contain lesson plans on the featured book that can be used in high school or middle school classrooms and/or by library media specialist.
- Audio Guides (available to stream online and via iTunes), which are 20 to 30-minute programs about the book featuring interviews and readings by literary and public figures.
- Films about the author available to stream online.

Reader Resources, Audio Guides, and Films by NEA Big Read are licensed under a Creative Commons Attribution-NonCommercial-NoDerivs 4.0 International License. For legal reasons, photos used in the Reader Resources are prohibited from duplication without permission. The Audio Guides may be used for radio broadcast, classroom, and individual uses. Text content from NEA Big Read Teacher's Guides by NEA Big Read is licensed under a Creative Commons Attribution-NonCommercial-ShareAlike 4.0 International License.

Promotional materials

The following NEA Big Read promotional materials are provided to GRANTEE.

Banners

GRANTEE will receive three complimentary 2.5' x 6.5' NEA Big Read banners (two horizontal banners and one vertical banner) featuring the NEA Big Read logo and branding for on-site event promotion. GRANTEE shall hang these banners in visible locations of your choice before and during your community read activities. More banners may be ordered from our vendor for a fee; contact Arts Midwest for more information.

Bookmarks

GRANTEE will receive a predetermined quantity of complimentary 8.5" x 1.125" bookmarks featuring NEA Big Read logo.

Other promotional tools

In addition to these materials, we also provide NEA Big Read logo block and credit line for GRANTEE's use in creating your own promotional and marketing materials. NEA Big Read logo block and credit line are available to be included on advertisements, posters, flyers, postcards, or other promotional items of your design. These materials are available for download in the Grantee Dashboard.

Reporting

Program engagements (events) listing

GRANTEE's engagements listing is essential to providing Arts Midwest and the National Endowment for the Arts with detailed information concerning your project's activities. Your engagements listing is managed at <https://artsmidwest.force.com/neabigread> in the Grantee Dashboard.

GRANTEE shall use the Grantee Dashboard to input and manage their engagements as part of this program. GRANTEE is required to input their information according to the following schedule:

- **30 days prior to your first Big Read engagement**, enter all planned engagements including the minimum programming requirements (found on page 3 of this Agreement) as Case Engagements in the Grantee Dashboard. Your program start grant payment will be generated after review of this event listing by Arts Midwest along with receipt of your revised budget (if applicable).
- **Within 45 days of the completion of your activities**, enter complete attendance figures as described in the final report (see Final report). Your final grant payment will be generated after review of this submission along with your final report.

If GRANTEE's programming beginning or ending dates change, GRANTEE must notify Arts Midwest immediately via telephone, email, or via message in the Grantee Dashboard so grant payments will not be delayed.

Final report

The final report enables us to compile and forward comprehensive information to the National Endowment for the Arts regarding NEA Big Read.

GRANTEE is obligated to submit a final report to Arts Midwest **within 45 days following the "programming end date" listed in the Grantee Dashboard**. Sample final report materials are available in the Grantee Dashboard. Please review the final report requirements prior to beginning your Big Read activities so you can properly document them throughout the process.

The final report consists of the following:

- **Program summary data, partnerships data, final budget, narratives, three examples of crediting materials, three examples of media materials, and (optionally) images.**
 - Submit online (a link can be found in the Grantee Dashboard)
- **Final event listing with attendance figures**
 - Submit online via the Grantee Dashboard.

Failure to complete a final report will jeopardize this grant award and future Arts Midwest support.

Compliances

Assurance of Compliance

GRANTEE shall comply with all provisions of the Assurance of Compliance Addendum, which is included and therefore made a part of this Agreement. These compliances are required by Arts Midwest's federal and state funding sources. An interactive version of the Assurance of Compliance with web links is also downloadable from the Grantee Dashboard at <https://artsmidwest.force.com/neabigread>.

DUNS and SAM.gov

The DUNS number we have on file for GRANTEE is **077990786**. This is the number that was provided by GRANTEE and is associated with GRANTEE's registration in SAM.gov. GRANTEE must have and maintain an "active" registration at www.SAM.gov through the life of this award until June 30, 2018. This registration may need to be renewed if it expires during this time. If you have questions concerning your registration, please contact Arts Midwest at 612.238.8010.

Non-profit status

GRANTEE certifies that it is a duly constituted, registered, and qualified 501(c)(3) not-for-profit organization as designated by the Internal Revenue Service, or is an entity of federal, state, local, or tribal government. GRANTEE agrees to notify Arts Midwest immediately of any alteration of such status that may occur prior to the conclusion of the grant period.

Admission

Admission to, as well as seating and participation in, NEA Big Read programs shall be open to any person and shall be without regards to race, color, natural origin, disability, religion, age, or gender as provided in Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975.

GRANTEE shall provide, upon request from Arts Midwest, up to 6 complimentary admissions to all activities without cost to Arts Midwest for VIPs or promotional use. Arts Midwest will work with GRANTEE to ensure that proper procedures for admission are followed.

Liability

GRANTEE agrees that Arts Midwest shall not be liable for any loss, damage, or expense of any kind arising from acts or omissions of GRANTEE, its agents and its employees, including but not limited to: compensation for injury, property damage, the payment of any taxes, or the payment of court and reasonable attorney fees.

Binding Effect

GRANTEE agrees to carry out this project in compliance with the terms listed in this Agreement. GRANTEE agrees to notify Arts Midwest in writing of any changes that may impact or require an amendment to this Agreement. Failure to comply with all terms of this Agreement and addenda may jeopardize future funding to GRANTEE by Arts Midwest. GRANTEE further understands and agrees that the grant received from Arts Midwest must be returned in full in the event that GRANTEE unilaterally cancels this Agreement.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota. All disputed claims or controversies arising out of or related to this Agreement shall be settled in the state or federal courts located in Hennepin County, Minnesota. GRANTEE expressly waives all jurisdictional rights and questions of proper venue.

Audit

Please check the appropriate box. Did GRANTEE expend \$750,000 or more in federal awards during your most recently completed fiscal year?

☐ NO

☐ YES

If yes, GRANTEE must provide a copy of the Single Audit Report; Finding Section (if applicable); and Corrective Action Plans Section (if applicable). Please submit a PDF copy or link to this report to neabigread@artsmidwest.org. No funds will be distributed until Arts Midwest receives this Audit.

By signing below, GRANTEE has read, understands, and agrees to comply with the terms and conditions in this Grant Agreement with Arts Midwest, on behalf of NEA Big Read. Please electronically sign this Grant Agreement by May 26, 2017.

City of Charleston Office of Cultural Affairs

Arts Midwest

Signature:

Signature:

Name: Mayor John J. Tecklenburg

Name: Susan T. Chandler

Title:

Title: Vice President

Date:

Date:

A fully-executed copy will be emailed to GRANTEE once countersigned by Arts Midwest.

Assurance of Compliance

NEA Big Read is supported by funds that derive from Federal funds (CFDA #45.024) from the National Endowment for the Arts. All selected applicants must comply with the following national policies and legal requirements, statutes, and regulations, including the Uniform Guidance for Federal Awards (2 CFR).

1. **Required registrations.** Organizations are required to have a DUNS number (Dun and Bradstreet) that reflects the organization's legal name and current physical address. Organizations must also maintain an active registration in SAM.gov (System of Award Management) from submission of the application and if selected through the duration of the programming dates.
2. **Nondiscrimination Policies.** Your organization must acknowledge and agree to execute your project (e.g. productions, workshops, engagement, program, etc.) and require any contractors, successors, and assignees to comply with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:
 - i. **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of his/her disability, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activities supported by Federal funds.
 - ii. **Section 504 Self-Evaluation and Additional Resources**
 - i. A Section 504 self-evaluation must be on file at your organization. It assists in evaluating programs, activities, and facilities to ensure full compliance with Section 504 accessibility requirements; the Civil Rights Office has provided a "Section 504 Self-Evaluation Workbook" found at <https://www.arts.gov/open-government/civil-rights-office/section-504-self-evaluation-workbook>.
 - ii. A staff member should be designated as the 504 coordinator. The completed workbook or similar compliance and supporting documentation should be kept on file for a period of three years from the date a Final Report is filed and made available to the public and Arts Midwest upon request.
 - iii. **Americans with Disabilities Act of 1990** (42 U.S.C. 12101-12213), prohibits discrimination on the basis of disability in employment (Title I); State and local government services (Title II); and places of public accommodation and commercial facilities (Title III).
 - iv. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.), provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity supported by Federal funds. Title VI extends protection to persons with limited English proficiency.
 - v. **Executive order 13166, Improving Access to Services for Persons with Limited English Proficiency**, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, an organization must take reasonable steps to ensure that LEP persons have meaningful access to your programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. An organization is encouraged to consider the need for language services for LEP persons in conducting your program and activities. For assistance and information go to <http://arts.gov/foia/reading-room/nea-limited-english-proficiency-policy-guidance>
 - vi. **Title IX of the Education Amendments of 1972** (20 U.S.C. 1681 et seq.), provides that no person in the United States shall, on the basis of sex, be excluded from participation in, be denied benefits of, or be subject to discrimination under any education program or activity supported by Federal funds.
 - vii. **Age Discrimination Act of 1975** (42 U.S.C. 6101 et seq.), provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity supported by Federal funds.
3. **Environmental and Preservation Policies**
 - **National Environmental Policy Act of 1969** (42 U.S.C. Section 4332), applies to any activity supported by Federal funds that would have environmental implications.
 - **National Historic Preservation Act of 1966** (16 U.S.C. 470), applies to any project supported by Federal funds that would either support the planning or major renovation of any structure eligible for or on the National Register of Historic Places, in accordance with Section 106. This law also applies to project activities, such as new construction, that would affect such properties.
4. **Debarment and Suspension.** An organization must comply with requirements regarding debarment and suspension in Subpart C of 2 CFR part 180, as adopted by the Arts Endowment in 2 CFR 32.3254. The organization certifies that it is not delinquent in the repayment of any Federal debt. There are circumstances under which we may receive information concerning your fitness to carry out a project and administer Federal funds, such as:

- i. Conviction of, or a civil judgment for, the commission of fraud, embezzlement, theft, forgery, or making false statements;
 - ii. Any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
 - iii. Any other cause of so serious or compelling a nature that it affects an organization's present responsibility.
5. **Drug-Free Workplace Act (41 U.S.C. 701 et seq. and 45 CFR Part 1155)** requires you to publish a statement about your drug-free workplace program. You must give a copy of this statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. You must maintain on file the place(s) where work is being performed under this award (i.e., street address, city, state, and zip code).
6. **Lobbying** You may not conduct political lobbying, as defined in the statutes and regulations listed below, within your project supported by Federal funds. In addition, you may not use Federal funds for lobbying specifically to obtain awards. For definitions and other information on these restrictions, refer to the following:
- i. No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed, or written manner, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its department or agencies from communicating to any such Member or official, at his request, or to Congress or such official, through the proper official channels, requests for any legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution to interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. (18 U.S.C. 1913)
 - ii. Lobbying (2 CFR 200.450) describes the cost of certain influencing activities associated with obtaining grants, contracts, cooperative agreements, or loans as an unallowable project cost. The regulation generally defines lobbying as conduct intended to influence the outcome of elections or to influence elected officials regarding pending legislation, either directly or through specific lobbying appeals to the public.
 - iii. Certification Regarding Lobbying to Obtain Awards (Section 319 of Public Law 101-121, codified at 31 U.S.C. 1352) prohibits the use of Federal funds in lobbying members and employees of Congress, as well as employees of Federal agencies, with respect to the award or amendment of any Federal grant, cooperative agreement, contract, or loan. While non-Federal funds may be used for such activities, they may not be included in your project budget, and their use must be disclosed to Arts Midwest. Disclosure of lobbying activities by long-term employees is, however, not required. In addition, the law exempts from definition of lobbying certain professional and technical services by applicants and awardees.

We strongly advise you to review these regulations that are published at 45 CFR 1158, and can be found at www.gpo.gov/fdsys.

- 7. **The Native American Graves Protection and Repatriation Act of 1990 (25 U.S.C. 3001 et seq.)** applies to any organization that controls or possesses Native American human remains and associated funerary objects and received Federal funds even for a purpose unrelated to the Act.
- 8. **U.S. Constitution Education Program.** (P.L. 108-447, Division J, Sec. 11(b)) Educational institutions (including but not limited to "local educational agencies" and "institutions of higher education") receiving Federal funds are required to provide an educational program on the U.S. Constitution on September 17. For more information on how to implement this requirement and suggested resources, see <http://www2.ed.gov/policy/fund/guid/constitutionday.html> and <http://thomas.loc.gov/teachers/constitution.html>.
- 9. **Prohibition of use of funds to ACORN or its subsidiaries.** (P.L. 111-88 Sec. 427) None of the Federal funds to be received shall be distributed to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 10. **Fly American Act (41 CFR 301-10.131-10.143)** An organization is required to follow the provision of this Act. Any air travel paid in whole or in part with Federal funds must be on a U.S. flag air carrier or a foreign air carrier under an air transport agreement (code share agreement) with the United States when these services are available. Lower cost, convenience, or traveler preferences are not acceptable reasons for using a foreign air carrier. Foreign travel is defined as any travel outside of Canada, Mexico, and the United States, and its territories and possessions.
- 11. **Regulations Relating to Labor (Part 505 of Title 29)** concerning all professional performers and personnel employed on a project that are financed in part or in whole with Federal funds must comply with these regulations.

12. Cost Principles. The allowability of costs for projects supported by Federal funds shall be in accordance with the Uniform Guidance Subpart E – Cost Principles.

The following are unallowable costs based on NEA legislation and policy and take precedence over the Uniform Guidance.

- i. Cash reserves and endowments
- ii. Construction, purchase, or renovation costs of facilities or land. However, costs associated with predevelopment, design fees, and community development, as well as preparing exhibit space, setting a piece of public art, etc. may be allowable.
- iii. Costs to bring a project into compliance with Federal award requirements.
- iv. Foreign nationals and artists compensation, including traveling to or from foreign countries when those expenditures are not in compliance with regulations issued by the U.S. Treasury Department Office of Foreign Assets Control.
- v. Visa costs that are paid the U.S. Government (P.L. 109-54, Title III General Provisions, Sec. 406), however, the cost of preparing material (legal documentation, etc.) for submission is allowable.

13. Cost Sharing or Match Requirements (20 U.S.C. 954(e) and 2 CFR 200.306) Federal funds cannot exceed 50% of the total expenditures of the project and must be matched 1 to 1 unless otherwise stated in the Grant Agreement. This required cost sharing, or match, refers to the portion of project costs not paid by Federal funds and may include your organization's general funds, donations, non-Federal grants, and other revenue.

Other Federal funds are not eligible to meet your cost share or matching requirement. This includes Federal funds that have been sub-granted or dispersed to your organization from a State Arts Agency or other organization. Please consult with the State Arts Agency or other organization to determine if any portion of their award to your organization includes funds from a Federal agency.

14. Indirect (Facilities & Administration) Costs (2 CFR 200.414) Award recipients may claim indirect costs based on a current and appropriate indirect cost rate agreement negotiated with a Federal agency (research rates do not apply) or a charge a de minimis rate of 10% on modified total direct costs (2 CFR 200.414 (f)). The organization cannot claim both overhead or administrative costs and indirect costs.

15. Standards for Documentation of Personnel Expenses (2 CFR 200.430 (i)) Any salaries and wages included in the project's budget must be based on records that accurately reflect the work performed. The records must comply with your organization's internal controls and established accounting policies. Records must support these costs for both the use of Federal funds and as the cost share or matching requirements.

16. Record Retention and Access (2 CFR 200.333) Records of the project supported by Federal funds, including financial and supporting documents, must be retained for a period of three years after June 30, 2017. Award recipients must permit Arts Midwest and its auditor access to recipient's records and financial statements, as necessary, to ensure the compliance with Federal award requirements.

17. Working conditions. Any project supported by Federal funds will not be performed or engaged in working conditions which are unsanitary, hazardous, or dangerous to the health and safety of those involved.

18. Audit requirements (2 CFR 200.501) The threshold for requiring a Single Audit or Program-Specific Audit is \$750,000 in yearly expenditures of Federal funds. This amount is the aggregate of funds from all Federal sources. The percentage of costs related to an award supported by the NEA Big Read that would be included in this audit may be allowable.

More information

- Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards (Uniform Guidance of Federal Awards: 2 CFR)
- National Endowment for the Arts Office of Civil Rights

Standards Manual

Introduction

The National Endowment for the Arts seeks to achieve unified visual branding for this national program through the proper application of the logo and crediting language.

Proper crediting is an essential part of your grant. The National Endowment for the Arts and Arts Midwest expect all participants to ensure proper crediting and visibility for the benefit of both your organization and this national program.

Please ensure that your marketing department, designers, and other staff creating marketing materials for the NEA Big Read review, understand, and adhere to these requirements. The examples provided are intended as an overview and not an exhaustive listing of print and digital opportunities available to your organization.

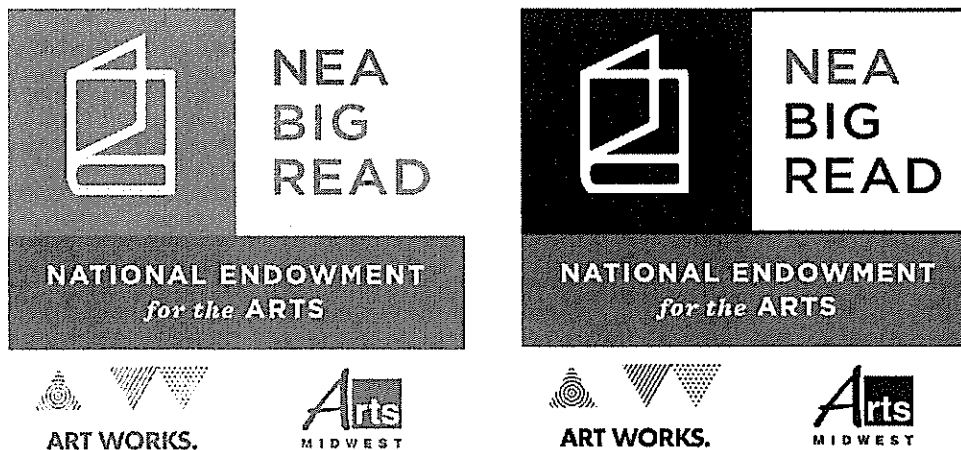
We are happy to review your print or digital materials for proper crediting prior to production. Please email them to neabigread@artsmidwest.org.

Crediting requirements

Logos

Your organization is required to include the NEA Big Read logo in all materials (print and digital) related to your activities.

We have provided two variants of the NEA Big Read logo for your use. Both variants have .JPG and .EPS formats.



Be sure to include the credit line (noted below).

When placing the logo on a color other than white, make sure the area is solid and free of distracting elements and color variations that may interfere with the logo's readability.

To download the logos, visit the Media and Public Relations tab in the Grantee Dashboard at <https://artsmidwest.force.com/neabigread>.

Treatment of logo

Always maintain a graphics-free zone around the perimeter of the logo. This space is equal to or greater than one half of the logo's width.

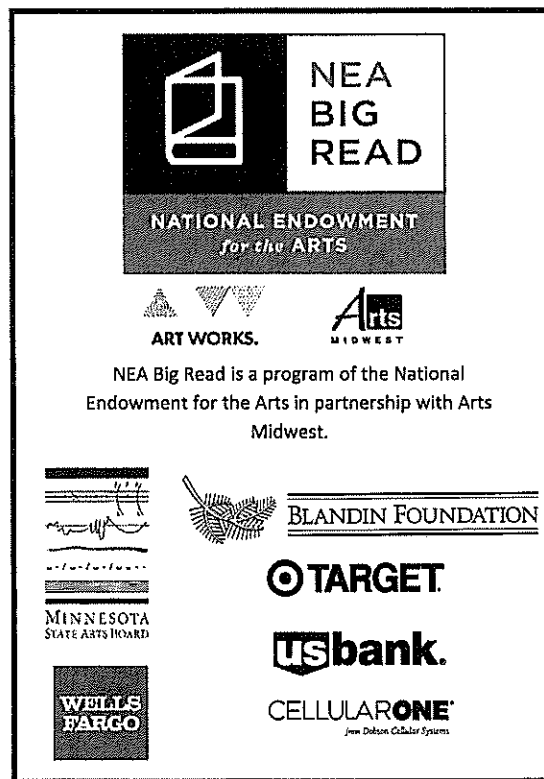
Use caution when enlarging it to maintain good resolution, and when reducing the logo to maintain readability.

You may make the logo's black or white background transparent in order to blend it well into the color scheme of your document. Please share your intended use with Arts Midwest so we can approve your modifications.

Placement of logo

The NEA Big Read logo block should be used in all printed materials and digital communications related to your Big Read events and activities.

The NEA Big Read logo should be positioned prominently for high visibility and readability, distinct from other visual elements. The logo should be separate and distinct than any other contributor. Example:



Improper use of logo

- Don't crop the logo.
- Don't separate elements of the logo to reorganize format or appearance.
- Don't rotate the logo.
- Don't distort the logo horizontally or vertically.
- Don't alter the colors. (You may make the background transparent as noted above.)
- Don't alter the typography of the logo.

Credit line

“NEA Big Read is a program of the National Endowment for the Arts in partnership with Arts Midwest.”

- Don’t alter or abbreviate the credit line.
- Font size should be consistent with the majority of type in your materials and, generally, not smaller than 10-point type.

Proper crediting

The full credit line and the NEA Big Read logo must be included on:

- All printed materials and digital communications related to your Big Read engagements (e.g., postcards, brochures, posters, press releases, website events calendars, social media, marketing materials, announcements, and invitations).

Funders list

When referring to this program on a funders list, please credit it as “NEA Big Read.” This short version may not take the place of the full program credit line in any other instance.

Basic description

The following paragraph represents the basic description of NEA Big Read. This text may be used in all print and digital materials as space allows, including on your website.

NEA Big Read is a program of the National Endowment for the Arts (NEA) designed to broaden our understanding of our world, our communities, and ourselves through the joy of sharing a good book. [YOUR ORGANIZATION] is one of 75 not-for-profit organizations to receive a grant to host an NEA Big Read project between September 2017 and June 2018. The NEA presents NEA Big Read in partnership with Arts Midwest.

Pre-event remarks

We encourage you to use the credit line prior to a performance or educational activity to verbally recognize this national program and the support from the National Endowment for the Arts and Arts Midwest.

Final Report

You will be required to submit a **minimum of three crediting examples** as part of the final report. Be sure to save any online crediting examples while the webpage(s) are still live, so you can include them.

Media

Photos and video of your Big Read activities are encouraged and should be submitted with your final report. Please provide high-resolution .JPG files whenever possible.

Permission and usage

Before submitting your media, please obtain permissions, licenses, and copyrights so Arts Midwest and the National Endowment for the Arts have permission to use the images for educational and promotional purposes, in print and digital formats.

We will provide a form for you to list your media files and the appropriate crediting information. Please complete and submit this form alongside your other final report materials.

CPR COMMITTEE and/or COUNCIL AGENDA

6.)

TO: John J. Tecklenburg, Mayor
FROM: Tonya Pereira / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: 2017 TENNIS & BASKETBALL COURT RESURFACING CONSTRUCTION
CONTRACT – MCMAHON BASKETBALL COURT RECONSTRUCTION
REQUEST: Approval of a Construction Contract Wildwood Contracts, Inc. in the amount of \$93,497.00 for the demolition and reconstruction of the McMahon Basketball Court. The project will be completed in ninety (90) days. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: May 9, 2017

COORDINATION: This request has been coordinated with: *(attach all recommendations/reviews)*

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Tonya Pereira</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>Matt Frohlich</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 520000-52445

Balance in Account \$93,497.00 Amount needed for this item \$93,497.00

Project Number CP1704

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: The maintenance contract will obligate \$93,497.00 of the \$150,000.00 allotted for the work from the 2017 General Maintenance funding. The funding source for all General Maintenance work is the 2017 General Fund (\$517,000.00)

Mayor's Signature: John J. Tecklenburg

John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

2017 Tennis / Basketball Courts Improvements

CP1704		Approved Budget	Expenses to DATE	Encumbrances	Remaining Budget	NOTES
DESIGN / ENGINEERING						
520000-52236	Advertising	\$573.68	\$573.68	\$0.00	\$0.00	P&C / Chronicle
TOTAL D/E COSTS		\$573.68	\$573.68	\$0.00	\$0.00	
CONSTRUCTION						
520000-52445	Martin Park Basketball Resurfacing	\$3,950.00	\$0.00	\$3,950.00	\$0.00	MTJ Sports-P146249
520000-52445	General Resurfacing (6 tennis & 2 half-court basketball)	\$31,650.00	\$0.00	\$31,650.00	\$0.00	Advanced Athletic Services
520000-52445	McMahon Basketball Reconstruction	\$93,497.00	\$0.00	\$93,497.00	\$0.00	Wildwood Contractors
520000-52445	Pcard	\$390.47	\$390.47	\$0.00	\$0.00	Pcard
TOTAL CONSTRUCTION COSTS		\$129,487.47	\$390.47	\$129,097.00	\$0.00	
520000-52445	Contingency	\$19,938.85	\$0.00	\$0.00	\$0.00	
TOTAL PROJECT COSTS		\$150,000.00	\$964.15	\$129,097.00	\$0.00	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>BUDGET</u>				
2017	General Funds - Structural Repairs	\$150,000.00	\$0.00			
TOTAL FUNDING		\$150,000.00	\$0.00			
SUMMARY						
AVAILABLE FUNDING		\$150,000.00	\$0.00			
FUNDING NEEDED		\$150,000.00	\$964.15			
PROJECT BALANCE		\$0.00	(\$964.15)			

disagreement concerning any portion of the plans, specifications, work methods, workmanship, or any other matter concerning this Contract, the final decision shall be that of the Owner.

3. The Owner may authorize changes to the Scope of Work. If Owners authorizes changes to the Scope of Work, such changes shall be incorporated into the Scope of Work and made by issuing either a Change Order or a Construction Change Directive to the Contractor, and the Contractor shall perform the changed work promptly.
4. The Contractor shall furnish and pay the cost, including sales tax and other applicable taxes and fees, of all necessary materials, labor, tools, equipment, and supervision, as well as all business insurance, licenses and permits required by the City of Charleston, the State of South Carolina or as required by this Contract to perform the Scope of Work and any amendments thereto.
5. This Contract shall be interpreted pursuant to the laws and statutes of the State of South Carolina and the City of Charleston. The Contractor shall be responsible for compliance with all applicable laws, ordinances, rules and regulations for the duration of this Contract, and shall indemnify the Owner in the event of non-compliance thereof.
6. The Contractor shall be responsible for all construction means, methods, techniques, procedures and safely measures in the performance of the Scope of Work. Before beginning any work, the Contractor shall be responsible for examining the Drawings and Specifications for compliance with applicable laws, ordinances, and regulations, and shall immediately report any discrepancy to the Owner.
7. The Contractor shall remedy and make good all defects in material and workmanship at no additional cost to the Owner and pay for any damage to other work or property resulting from such defects for a period of two years from the date of Final Completion.
8. The Contractor shall indemnify and save harmless the Owner and the Owner's agents and employees, from and against all losses and claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any act, omission, or default of the Contractor, its agents, or employees in the execution of this Contract. When the City submits notice, Contractor shall promptly defend any aforementioned action at no cost to the Owner. This obligation shall survive the suspension or termination of this Contract. The limits of insurance coverage required herein shall not serve to limit this indemnity obligation. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.
9. The Contractor shall employ only persons skilled in the Scope of Work for which it is to perform, and employ an experienced superintendent to supervise the work who shall be responsible for the acts or omissions of the Contractor's agents and employees as well as those of subcontractors and their agents and employees working on behalf of the Contractor. The City may, in writing, require the Contractor to remove from the project any employee the Owner deems incompetent, careless or otherwise objectionable at no additional expense to the Owner. The Contractor shall not subcontract out more than 30% of the total cost of this project.
10. The Contractor must exercise due diligence in protecting the Project and adjacent property. If, in the opinion of the Owner, the Scope of Work is being carried out in a damaging or irresponsible manner, it may terminate this Contract effective immediately upon verbal or written notice to the Contractor at no cost to the Owner.
11. The Owner reserves the right to terminate this Contract when it is in the best interest of the Owner, including but not limited to the non-appropriation of funds. If this Contract is so terminated, the Owner shall provide the Contractor with thirty (30) days written notice of such termination. No costs shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. No damages shall be allowed to the Contractor for a termination for convenience or when it is in the best interest of the Owner. If the Contractor fails to comply with the terms of this Contract, the Owner shall notify the Contractor in writing with the specific basis regarding such noncompliance. The Owner then

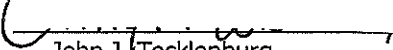
reserves the right to terminate this Contract by written notice to the Contractor within thirty (30) days. Contractor shall not be entitled to any costs or damages resulting from a termination for default.

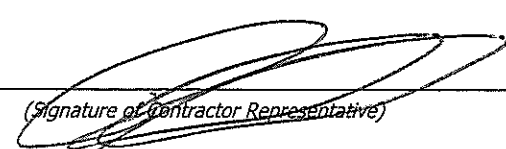
12. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance by the defaulting party with every provision of this Contract.
13. All notices pursuant to this Contract to either of the parties hereto shall be deemed properly given when deposited in the United States mail, either by registered or certified mail (postage prepaid) to the addresses stated above for the parties.
14. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the Date of Commencement. Certificates of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled unless at least thirty (30) days prior written notice has been given to the Owner. Cancellation of Contractor's insurance shall be grounds for termination of this Contract. All insurance policies required of the Contractor shall provide that the Owner be named as an additional insured. The Contractor shall procure and maintain at its own expense for the duration of the Contract the following:
 - a. Contractor's General Public Liability and Property Damage Insurance including vehicle coverage, protecting the Contractor from claims of personal injury, including death, and claims for destruction of or damage to property arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or a subcontractor employed by the Contractor. Insurance shall be written with a limit of liability of not less than 1,000,000 combined single limit per occurrence for bodily injury, property damage, and personal injury with a \$2,000,000 general aggregate limit for any such property damage, injury or death sustained by two or more persons in any one accident.
 - b. Workers Compensation Insurance, including occupational disease coverage, for all of the Contractor's employees. In case any work is subcontracted, the Contractor shall require such subcontractors identically to provide Workers Compensation Insurance, including occupational disease coverage for all of the latter's employees, unless such employees are covered by the protections afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract that are not protected under the Workers Compensation Law, the Contractor shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance equal to the Contractor's insurance requirements as set forth herein for the protection of its employees not otherwise protected.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have signed, sealed and delivered this Contract at Charleston, South Carolina.

OWNER: City of Charleston

CONTRACTOR: WILDWOOD CONTRACTORS, INC.

BY: 
John J. Tecklenburg
Mayor


BY: 
(Signature of Contractor Representative)
JERRY CROSBY
(Print or Type Name of Contractor Representative)

ITS: PRESIDENT

Bid Tabulation Form
McMahon Playground Basketball
Court Reconstruction

Project Number: CP1704
Date: April 13, 2017
Time: 2:30 PM

Bidder	Addendum Noted		MWBE	Base Bid	Alt 1
	No.1	No. 2			
Howard B. Jones	N/A	N/A	N/A	No Bid	—
Outer Banks Tennis Contractors	N/A	N/A	N/A	No Bid	—
WILDWOOD CONTRACTORS	✓	✓	A, B	\$83,809	+ 6,838

Certified Correct By:  Date: 4.13.17
Beth Brownlee, Sr Construction Project Manager


Antonia Gonzalez-Pereira

**City of Charleston
Bid Form**

BID SUBMITTED BY: Name:
 Address:

FOR PROJECT: CP1704 - McMahon Playground Basketball Court Reconstruction
(Number) (Name)

OFFER

1. In response to the *Invitation for Construction Bids*, and in compliance with the *Instructions to Bidders* for the above-named Project, the undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with the City of Charleston ("Owner") in the form included in the Bidding Documents, and to perform all Work as specified or indicated in the Bidding Documents, for the prices and within the time frames indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.
 2. Bidder has submitted Bid Security as follows in the amount and form requested by the Bidding Documents: N/A
☐ Bid Bond with Power of Attorney ☐ Cashier's Check
(Bidder check one)
 3. Bidder, by submitting this Bid, affirms that it has carefully examined the Bidding Documents and the other related information and data identified in the Bidding Documents, has visited the actual location of the Work, has satisfied itself as to all conditions and understands that, in signing this Bid Form it waives all rights to plead any misunderstanding regarding same and agrees to be bound by the provisions of said Bidding Documents and all statements made therein.
 4. Bidder acknowledges the receipt of the following Addenda to the Bidding Documents and has incorporated the effects of said Addenda into its Bid:
ADDENDUM No.(s) 1, 2
 5. Bidder acknowledges that neither the Owner nor any of its employees or agents shall be responsible for any bid preparation costs, or any costs or charges of any type, should all bids be rejected or the Project cancelled for any reason prior to the issuance of the Notice to Proceed.
 6. By submitting this Bid, Bidder hereby agrees to all of the terms and conditions of the *Invitation for Construction Bids* and to all of the terms and conditions of the *Instructions to Bidders*. Bidder agrees that this Bid, including all Bid Alternates, if any, may not be revoked or withdrawn after the opening of bids, and shall remain open for acceptance for a period of 60 days following the Bid Date, or for such longer period of time that Bidder may agree to in writing upon request of the Owner. Bidder understands that Bid Alternates that are not accepted in an initial award shall remain open for acceptance for the entire period set above and for such longer period as requested by Owner and agreed to by Bidder.
 7. Bidder herewith submits its offer to provide all labor, materials, equipment, tools of trades and labor, accessories, appliances, warranties and guarantees, and to pay all royalties, fees, permits, licenses and applicable taxes necessary to complete the construction work in accordance with the Bidding Documents:
- 7.1 BASE BID: \$ 83,809.00
Written: EIGHTY-THREE THOUSAND EIGHT HUNDRED NINE & 00/100THS DOLLARS

- 7.2 ALTERNATE BID WORK (as indicated in the Bidding Documents and generally described as follows):
(Bidder shall STRIKE THROUGH "ADD" or "DEDUCT" so as to clearly indicate the price adjustment offered for each alternate)

ALTERNATE NO. 1:	<u>McMahon Playground: Remove existing goal posts, backstops, and nets and replace with new Bison PR77 basketball system or approved equal</u>	ADD/ DEDUCT \$ <u>6,838.00</u> (to or from BASE BID)
ALTERNATE NO. 2:	<u>ROOT PRUE BY TRENCHING 24" DEEP AT 1' OFF EACH EDGE OF THE NEW COURT</u>	ADD/ DEDUCT \$ <u>2,850.00</u> (to or from BASE BID)

ALTERNATE
 NO. 3: _____

ADD/DEDUCT \$ _____
 (to or from BASE BID)

ALTERNATE
 NO. 4: _____

ADD/DEDUCT \$ _____
 (to or from BASE BID)

7.3 UNIT PRICE WORK TO BE INCLUDED IN BASE BID, UNLESS OTHERWISE SPECIFIED

Bidder offers for the Owner's consideration and use the following UNIT PRICES. The UNIT PRICES offered by Bidder indicate the amount to be added to or deducted from the Base Bid for each item-unit combination. UNIT PRICES include all costs to the Owner, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc. The Owner reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with Bidder.

NO.	ITEM	UNIT OF MEASURE	UNIT PRICE
1			
2			

8. BIDDER'S TAXPAYER IDENTIFICATION

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER: 20-0229030
 OR
 SOCIAL SECURITY NUMBER: _____

9. CONTRACTOR'S CLASSIFICATIONS AND SUBCLASSIFICATIONS WITH LIMITATIONS

BD5 MS5 BT5 HI5
 (Classification)

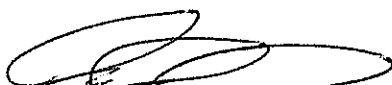
 (Subclassification)

UNLIMITED
 (Limitations)

G109368
 (SC Contractor's License Number)

SIGNATURE

WILDWOOD CONTRACTORS, INC.
 (Legal Name of Person, Firm or Corporation Submitting Bid)

BY 
 (Signature)

JERRY CROSBY, PRESIDENT
 (Title)

APRIL 13, 2017
 (Date)

(843) 549-2575
 (Phone)

MWBE Compliance Provisions and Instructions
Minority/Women Business Enterprise Program Forms

This Project is covered under the City of Charleston's Minority/Women Business Enterprise (MWBE) Program, administered by Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston SC, 29401, (843) 973-7247.

The City has established goals for both Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). An MBE is a small business owned and controlled by a minority. A WBE is a small business owned and controlled by a woman. The minority or woman must own fifty-one percent (51%) of the business and they must control the management and daily operations of the business in order to qualify.

Charleston City Council has adopted a policy setting 20% as the guidelines for combined minority-owned and women-owned business enterprise participation for this project. This MWBE requirement for participation in this Contract for services shall be made a part of any contract resulting from this solicitation. These requirements shall also apply to all subcontracts issued by the successful bidder(s).

Bidder's MBE/WBE Participation: All bidders must document the extent of their MWBE participation by completing the MWBE Compliance Provision Forms. Bidders must complete Affidavits A and B or Affidavit C and attach the entire package to the Bid Form. Bidders who fail to submit these documents as required by the Procurement Office shall be deemed non-responsive and will be ineligible for award of the Contract.

All MBE/WBE subcontractors must have a Certificate of Eligibility on file with the City's Minority Business Enterprise Office. A list of certified minority and women-owned firms can be found on the City of Charleston's web site www.charleston-sc.gov under "BIDLINE" link or by contacting Theron Snype, MBE Manager, 145 King Street, Suite 104, Charleston, SC 29403, (843) 973-7247, snypet@charleston-sc.gov.

COMPLIANCE REQUIREMENTS:

1. The Bidder shall provide, with their bid form submittal, the following Affidavits properly executed which signify that the Bidder understands and agrees to abide by the City's MWBE Compliance Provisions.

Affidavit A - Listing of the Good Faith Effort to Identify & Secure Minority and Women-owned Business Participation.

AND

Affidavit B - Work to be Performed by Minority and/or Women-owned Firms

OR

Affidavit C - Intent to Perform Contract with Own Workforce, in making this certification the Bidder states that the Bidder does not customarily subcontract elements of this type of Project and will perform all elements of the work with his/her own current work forces.

2. All affidavits supplied by the Bidder shall become a part of any resulting Contract between the Bidder and the City of Charleston. Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

Failure to comply with any of the statements, certifications, or intentions stated in the affidavits, or the MBE/WBE compliance provisions shall constitute a breach of the Contract. Any such breach may result in termination of the Contract in accordance with the termination provisions contained in the Contract. It shall be solely at the option of the City of Charleston whether to terminate the contract for breach. In addition to terminating the Contract, the bidder may be prohibited from participation in future solicitations as determined by the City of Charleston.

The Bidder shall provide an itemized statement of payments to each MBE and WBE subcontractor before final payment is processed.

Name of Company: WILDWOOD CONTRACTORS, INC.

Signature 

APRIL 13, 2017

Date

JERRY CROSBY

PRESIDENT

Print Name

Title

Witness 

AFFIDAVIT A
Page 1 of 2

City of Charleston, South Carolina Listing of the Good Faith Effort

Affidavit of WILDWOOD CONTRACTORS, INC.

(Name of Bidder)

I have made a good faith effort to comply with the City of Charleston's MWBE compliance provisions under the following checked areas:

(A minimum of 6 areas must be checked in order to have achieved a "good faith effort")

- ☒ 1. Contacted MWBE businesses that reasonably could have been expected to submit a quote and that were known to the Bidder, or available on Federal, State or local government maintained lists, at least 10 business days before the submittal date and notified them of the nature and scope of the work to be performed. *Complete Affidavit A, Page 2.*
- ☒ 2. Followed up with contacted MWBE subsequent to the initial contact and at least 72 hours prior to submittal deadline/bid opening either by phone, facsimile or in person.
- ☒ 3. Made the construction plans, specifications, and requirements available for review by prospective MWBE businesses, or providing these documents to them at least 10 business days before the submittal deadline/bid opening.
- ☐ 4. Itemized elements of the work or combined elements of the work into economically feasible units to facilitate MWBE participation.
- ☒ 5. Attended any pre-solicitation meetings scheduled by the City.
- ☐ 6. Provided MWBE assistance with getting required bonding or insurance requirements or provided alternatives to bonding or insurance.
- ☒ 7. Negotiated in good faith with interested MWBEs and did not reject them as unqualified without sound reasons based on their capabilities. *(Any rejection of a minority or woman-owned business based on lack of qualifications shall include reasons for rejection documented in writing.)*
- ☐ 8. Provided MWBEs assistance with securing needed equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted MWBEs in obtaining the same unit pricing with the Bidder's suppliers in order to help such businesses in establishing credit.
- ☐ 9. Provided training or mentoring to at least two (2) MWBEs within 120 days prior to submittal deadline/bid opening. The training or mentoring program should be in conjunction with local trade groups, technical schools or community organizations that provide recruitment, education or skill levels.
- ☐ 10. Negotiated joint venture, partnership or other similar arrangements with MWBEs in order to increase opportunities for MWBE participation.
- ☒ 11. Provided quick pay agreements and policies to enable MWBE contractors and suppliers to meet cash-flow demands.

I hereby agree to enter into a formal agreement with the firms listed in Affidavit B Work to be performed by Minority Firms conditional upon execution of a contract with the Owner. Failure to abide by this provision will constitute a breach of the contract.

I hereby certify that I have read and agree to the terms of the Minority / Women-Owned Business Enterprise Program, and I am the Bidder or I am authorized to bind the Bidder to the commitment herein set forth.

Date: APRIL 13, 2017 Name of Authorized Officer (Print/Type): JERRY CROSBY

Signature: _____

Title: PRESIDENT

AFFIDAVIT A

Page 2 of 2

City of Charleston, South Carolina Minority/Women-Owned Business Participation Efforts (Use as many sheets as necessary)

I, WILDWOOD CONTRACTORS, INC., hereby certify that on this project we contacted the following minority/women-owned business enterprises as subcontractors, vendors, suppliers, or providers of professional services.

1. Minority Firm Name and Contact <u>GILL TRUCKING, LLC, CLAUDETTE GILL</u>	Minority Firm Address <u>7729 SUZANNE DR., N.CHARLESTON, SC 29418</u>
Minority Firm Telephone Number <u>843-297-4318</u> Minority Firm Fax Number <u>866-933-8855</u> DBE Certification Number <u>0211101694</u>	Minority Group Type <input type="checkbox"/> (African American) <input checked="" type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
2. Minority Firm Name and Contact <u>A.H.CONCRETE, LLC, ANDRE HAYNES</u>	Minority Firm Address <u>P.O. BOX 52, COTTAGEVILLE, SC 29435</u>
Minority Firm Telephone Number <u>843-810-8875</u> Minority Firm Fax Number <u>843-835-8609</u> DBE Certification Number _____	Minority Group Type <input checked="" type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
3. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification
4. Minority Firm Name and Contact	Minority Firm Address
Minority Firm Telephone Number _____ Minority Firm Fax Number _____ DBE Certification Number _____	Minority Group Type <input type="checkbox"/> (African American) <input type="checkbox"/> (Women) <input type="checkbox"/> (Asian American) <input type="checkbox"/> (Hispanic) <input type="checkbox"/> (American Indian) <input type="checkbox"/> (Other) <input type="checkbox"/> Follow up Verification

I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: APRIL 13, 2017 Name of Authorized Officer (Print/Type): JERRY CROSBY

Sworn to before me this 13TH day of APRIL, 20 17

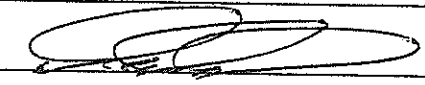
Notary Public for the State of SOUTH CAROLINA

My Commission Expires: 12/20/2017

Print Name: LYNN H. NETTLES

Phone Number: 843-549-2575

Address: 131 WOODLAWN STREET, WALTERBORO, SC 29488

Signature: 

Title: PRESIDENT

Notary Seal:

AFFIDAVIT B

City of Charleston, South Carolina
Work to be Performed by Minority/Women-Owned Businesses

Affidavit of WILDWOOD CONTRACTORS, INC. I hereby certify that on the
(Name of Bidder)

CP1704: MCMAHON PLAYGROUND BASKETBALL COURT Total Project Amount \$ 83,809.00
RECONSTRUCTION (Project Name)

I will make a good faith effort to expend a minimum of 17.78 % of the total dollar amount of the Contract with minority/women-owned business enterprises. Minority/women-owned businesses will be employed as subcontractors, vendors, suppliers, or providers of professional services. Such work will be subcontracted to the following businesses listed below:

(Attach additional sheets if needed)

Name and Phone Number	*Minority Code	Work Description	Dollar Value
GILL TRUCKING, LLC 843-297-4318	(W)	DUMP TRUCK HAULING	\$ 3,500.00
A.H. CONCRETE, LLC 843-810-8875	(B)	CONCRETE FINISHING	\$ 11,400.00
			\$
			\$
			\$
			\$
			\$

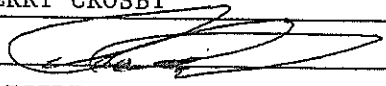
Total MBE Participation: 17.78 % \$ 14,900.00

* Minority categories: African American (B); Hispanic (H); Asian American (A), American Indian (I); Woman Owned (W); Other (D)

I will enter into a formal Contract with the above minority/women-owned business enterprises for the work listed in the above schedule conditional upon execution of a Contract with the Owner.

I certify that I have read the terms of this commitment and I am the Bidder or authorized to bind the Bidder to the commitment set forth herein. I certify, under penalties of perjury, that I have examined the information in this affidavit, and to the best of my knowledge and belief, this information is true, correct and complete.

Date: APRIL 13, 2017 Name of Authorized Officer (Print/Type): JERRY CROSBY

Signature: 

Title: PRESIDENT

Sworn to before me this 13TH day of APRIL, 2017

Notary Public for the State of SOUTH CAROLINA

My Commission Expires: 12/20/2017

Notary Seal:

Print Name: LYNN H. NETTLES

Phone Number: 843-549-2575

Address: 131 WOODLAWN STREET, WALTERBORO, SC 29488

CP1704: McMahon Playground Basketball Court Reconstruction

7.)

CPR COMMITTEE and/or COUNCIL AGENDA

TO: John J. Tecklenburg, Mayor
FROM: Clark DeCiantis / Matt Frohlich DEPT. Parks – Capital Projects
SUBJECT: MEETING STREET LIGHTING IMPROVEMENTS (CUMBERLAND TO BROAD) AID-TO-CONSTRUCTION AGREEMENT
REQUEST: Approval of an Aid-To-Construction Agreement and payment to SCE&G in the amount of \$329,610.00 for providing and installing underground wiring and appurtenances for eighteen (18) 100 watt metal halide Charleston Series style luminaries manufactured by Hanover, mounted on eighteen (18) 11' black aluminum Charleston Series anchor base poles along Meeting Street from Cumberland Street to Broad Street. With the approval of the project budget, Staff is authorized to award and/or amend contracts less than \$40,000, to the extent contingency funds exist in the Council Approved budget.

COMMITTEE OF COUNCIL: Ways & Means DATE: May 9, 2017

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
CPR Committee Chair	<input type="checkbox"/>	<input type="checkbox"/>	<u>Amy Wharton</u>	<input type="checkbox"/>
Corporate Counsel	<input type="checkbox"/>	<input type="checkbox"/>	<u>Susan Herdina GFB</u>	<input type="checkbox"/>
Capital Projects Director	<input type="checkbox"/>	<input type="checkbox"/>	<u>John J. Tecklenburg</u>	<input type="checkbox"/>
MBE Manager	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☒ No ☐ N/A ☐

If yes, provide the following: Dept/Div Parks-Capital Projects Acct # 051558-58240
Balance in Account \$329,610.00 Amount needed for this item \$329,610.00
Project Number CP1710

NEED: Identify any critical time constraint(s).

CFO's Signature: Amy Wharton

FISCAL IMPACT: Approval of this action will institute a \$355,600.00 project budget, of which the \$329,610.00 Aid-To-Construction Agreement will be funded. The funding source for this project is Hospitality Funds (\$355,600.00)

Mayor's Signature: John J. Tecklenburg
John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00 A.M THE DAY OF THE CLERK'S AGENDA MEETING.

**Meeting Street Lighting Improvements - Cumberland to Broad
(061558)**

CP1710		Approved Project Budget	Expenses To Date	Encumbrances	Remaining Balance	NOTES
DIVISION / OBJECT						
DESIGN / ENGINEERING						
051558-58238	Design	\$0.00	\$0.00	\$0.00	\$0.00	
051558-58236	Advertising	\$0.00	\$0.00	\$0.00	\$0.00	
051558-58016	Printing	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL D/E COSTS		\$0.00	\$0.00	\$0.00	\$0.00	
CONSTRUCTION						
051558-58240	Aid-To-Construction Agreement	\$329,610.00	\$0.00	\$329,610.00	\$0.00	SCE&G
TOTAL CONSTRUCTION COSTS		\$329,610.00	\$0.00	\$329,610.00	\$0.00	
051558-52445	Contingency	\$25,990.00	\$0.00	\$0.00	\$0.00	
TOTAL PROJECT COSTS		\$355,600.00	\$0.00	\$355,600.00	\$0.00	
FUNDING SOURCES						
<u>YEAR</u>	<u>SOURCE</u>	<u>AMOUNT</u>	<u>RECEIVED</u>			
2015	Hospitality Funds	\$200,000.00	\$0.00			
2017	Hospitality Funds	\$155,600.00	\$0.00			
TOTAL FUNDING		\$355,600.00	\$0.00			
PROJECT SUMMARY						
AVAILABLE FUNDING		355,600.00	\$0.00			
FUNDING NEEDED		355,600.00	\$0.00			
PROJECT BALANCE		0.00	\$0.00			



April 18, 2017

City of Charleston
823 Meeting Street
Charleston, South Carolina 29402

Attn: Clark DeCiantis

Subject: Lighting Agreement for City of Charleston- Meeting Street

Dear Mr. DeCiantis:

Enclosed, in triplicate, is an Agreement Covering Area Lighting between South Carolina Electric & Gas Company and The City of Charleston.

All three originals need to be signed and dated by an officer of the City of Charleston.

Please return all copies to this office. After they have been fully executed, we will return an original for your files.

We appreciate your business and if there is any way we can be of assistance, please do not hesitate to give me a call. My telephone number is (843) 576-8310.

Sincerely,

A handwritten signature in cursive script that reads "Mary Altman".

Mary Altman
South Carolina Electric & Gas
Charleston Lighting Coordinator
Post Office Box 760
Mail Code CH34
Charleston, SC 29402

Enclosures

ORIGINAL
This Copy to be returned for
files of S.C. Electric & Gas Company

**AGREEMENT COVERING AREA LIGHTING
THE CITY OF CHARLESTON
MEETING STREET
STREET LIGHTING
CHARLESTON, SOUTH CAROLINA 29403**

THIS AGREEMENT is entered into this 17th day of April, 2017, by and between **THE CITY OF CHARLESTON**, "Customer", and South Carolina Electric & Gas Company, "Company".

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

TERM: This Agreement shall continue for the full initial term of ten (10) years unless an early termination is mutually agreed upon. Thereafter, it will extend automatically until terminated by either party giving the other a written two-month minimum termination notice.

ARTICLE II

TERMINATION: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge equal to the total installed cost of facilities funded by Company, less accumulated depreciation, less salvage value of all facilities dedicated solely for serving Customer, plus the cost of removal, all as determined by Company in accordance with its standard accounting practices; provided, however, that the termination charge shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

ARTICLE III

INSTALLATION AND MAINTENANCE: The Company agrees to provide and install underground wiring and appurtenances for eighteen (18) 100 watt metal halide Charleston Series style luminaries manufactured by Hanover, mounted on eighteen (18) 11' black aluminum Charleston Series anchor base poles. This lighting installation will be located along Meeting Street from Broad Street to Cumberland Street, Charleston, South Carolina as detailed on SCE&G Drawing D-82229 sheets 2 of 2. The delivery voltage to these fixtures shall be 120v. Upon completion of the installation, the Customer will maintain ownership of all fixtures, pole bases and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. The Company will not be responsible for any landscape or pavement replacement following installation or future maintenance. Customer will maintain a reasonable working distance around each light.

ARTICLE IV

REPLACEMENT AND MAINTENANCE - ORDINARY: The Company shall perform ordinary replacement and maintenance on the equipment and appurtenances. This shall only include the replacement of lamps and photocells which are within the Company's standard specifications. The replacement lamps shall be limited to the Company's standard 100 watt metal halide lamps and the replacement photocells shall be limited to the Company's standard twist-lock photocell.

ARTICLE V

REPLACEMENT AND MAINTENANCE - EXTRAORDINARY: The Customer is responsible for the replacement and maintenance of extraordinary equipment and appurtenance. This shall include the replacement of fixtures, poles and bases. All extraordinary equipment and appurtenances shall be furnished by the Customer as replacements become necessary. If Customer is unable to provide such replacement fixtures, the Company, based upon manufacturer availability, will replace the fixtures, poles and pole bases. The Company shall bill the Customer for all extraordinary replacement and maintenance work. The billing for replacement and maintenance work performed by the Company shall be made on the basis of the out-of-pocket cost to the Company plus overhead and will be made upon completion of the work. Should the customer elect, for any reason, to request relocation of Company's facilities or take any action which requires such relocation, Customer will reimburse the Company for all cost incurred by the Company as a result of such relocation.

ARTICLE VI

LIGHTING SERVICE: The Company shall provide reliable lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security. Company does not guarantee lighting level for security purposes. Customer agrees that lighting is not designed in accordance with IES recommended maintained luminance and illumination values for roadways.

ARTICLE VII

RATE: Customer shall be billed in accordance with Company's "Municipal Street Lighting" Rate 17, as a 100 watt metal halide overhead cobra fixture which is currently \$10.58 per light per month, based on the current rate. The Customer's current monthly lighting charges at this project will total \$ 190.44 plus applicable sales tax. This rate is subject to change upon periodic review by the South Carolina Public Service Commission (PSC), in the manner prescribed by law.

Rate	Item	Cost	Qty	Total
17	100 Watt Metal Halide Cobra Fixture	\$ 10.58	18	\$ 190.44
			Total	\$ 190.44

ARTICLE VIII

AID-TO-CONSTRUCTION: Customer has requested and Company has agreed to install facilities. The installation cost does not meet the 4 to 1 ratio and therefore an aid to construction in the amount of \$329,610.00 is required for this project.

ARTICLE IX

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the parties hereto, as well as the parties themselves.

THE CITY OF CHARLESTON

By: _____

(Print Name): _____

Title: _____

Date: _____

SOUTH CAROLINA ELECTRIC & GAS COMPANY

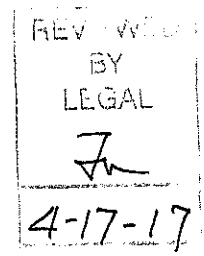
By: _____

(Print Name): Daniel F. Kassis

Title: VP, Customer Relations and Renewables

Date: _____

Contract No.



SOUTH CAROLINA ELECTRIC & GAS COMPANY

ELECTRICITY

RATE 17

MUNICIPAL
STREET LIGHTING
(Page 1 of 2)

AVAILABILITY

This rate is available to municipal customers using the Company's electric service for area and street lighting.

RATE

All night street lighting service where fixtures are mounted on Company's existing standard wooden poles which are a part of Company's overhead distribution system will be charged for at the following rates:

SIZE AND DESCRIPTION			Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH) (100W) Closed Type		\$ 10.58	37
15,000 Lumens	(HPS) (150W) Open Type		\$ 10.24	57
15,000 Lumens	(HPS) (150W) Closed Type		\$ 10.45	62
30,000 Lumens	(MH) (320W) Closed Type		\$ 17.65	123
50,000 Lumens	(HPS) (400W) Closed Type		\$ 18.34	158

The following fixtures are available for new installations only to maintain pattern sensitive areas:

9,500 Lumens	(HPS) (100W) Open Type	\$ 9.29	38
9,500 Lumens	(HPS) (100W) Open Type (non-directional) - Retrofit	\$ 9.29	38
9,500 Lumens	(HPS) (100W) Closed Type	\$ 10.04	38
15,000 Lumens	(HPS) (150W) Open Type - Retrofit	\$ 10.22	63
15,000 Lumens	(HPS) (150W) Closed Type - Retrofit	\$ 10.48	63
27,500 Lumens	(HPS) (250W) Closed Type	\$ 15.98	102
45,000 Lumens	(HPS) (360W) Closed Type - Retrofit	\$ 17.64	144

All night street lighting service in areas being served from Company's underground distribution system:

The following fixtures which are available for new installations where excavation and back filling are provided for the Company and existing fixtures previously billed as residential subdivision street lighting will be charged for at the following rates:

Post-Top Mounted Luminaries			Traditional Lamp Charges per Month	Modern Lamp Charges per Month	Classic Lamp Charges per Month	kWh per Month
9,000 Lumens	(MH) (100W)		\$ 22.38	\$ 22.38	\$ 26.15	37
15,000 Lumens	(HPS) (150W)		\$ 22.55	\$ 22.55	\$ 26.61	62

The following fixture is available for new installations only to maintain pattern sensitive areas:

9,500 Lumens	(HPS) (100W) Traditional	\$ 20.93				37
15,000 Lumens	(HPS) (150W) - Retrofit	\$ 22.53			\$ 26.59	63
15,000 Lumens	(HPS) (150W) - Retrofit			\$ 22.55		62

Effective January 2009, selected existing light sets will no longer be available for new installations. Replacement light sets will only be available until inventory is depleted and will be replaced on a first-come, first-served basis. Affected lights are as follows:

4,000 Lumens	(Mercury) (100W) Open Type (non-directional)	\$ 8.35	37
7,500 Lumens	(Mercury) (175W - Traditional)	\$ 22.01	69
7,500 Lumens	(Mercury) (175W - Modern)	\$ 22.01	69
7,500 Lumens	(Mercury) (175W - Classic)	\$ 25.89	69
7,500 Lumens	(Mercury) (175W) Closed Type	\$ 10.40	69
7,500 Lumens	(Mercury) (175W) Open Type (non-directional)	\$ 9.19	69
10,000 Lumens	(Mercury) (250W) Closed Type	\$ 14.00	95
20,000 Lumens	(Mercury) (400W) Closed Type	\$ 17.42	159

MINIMUM CHARGE

When construction costs exceed four (4) times the estimated annual revenue excluding fuel revenue to be derived by the Company, the customer may make a contribution in aid of construction of the excess cost or pay the Company's standard facility rate on the excess construction cost in addition to the rate charges above.

Effective for Bills Rendered On and After
The First Billing Cycle of May 2016

RATE 17

MUNICIPAL
STREET LIGHTING
(Page 2 of 2)**ADJUSTMENT FOR FUEL, VARIABLE ENVIRONMENTAL & AVOIDED CAPACITY, AND DISTRIBUTED ENERGY RESOURCE COSTS**

Fuel costs of \$.02445 per kWh are included in the monthly lamp charge and are subject to adjustment by order of the Public Service Commission of South Carolina.

PENSION COSTS COMPONENT

The energy charges above include a Pension Costs component of \$.00087 per kWh as approved by the Public Service Commission of South Carolina.

STORM DAMAGE COMPONENT

Inclusion of a storm damage component has been indefinitely suspended until further order of the Public Service Commission of South Carolina.

SALES AND FRANCHISE TAX

To the above will be added any applicable sales tax, franchise fee or business license tax which may be assessed by any state or local governmental body.

PAYMENT TERMS

All bills are net and payable when rendered.

TERM OF CONTRACT

Contracts under this rate shall be written for a period of not less than ten (10) years; and such contract shall include a provision that the Municipality must purchase all of its electrical requirements from the Company. The Company reserves the right to remove its facilities when subject to vandalism or for other cogent reasons.

SPECIAL PROVISIONS

The Company will furnish, erect, operate and maintain all necessary equipment in accordance with its standard specifications. It is the customer's responsibility to notify the Company when equipment fails to operate properly. Non-standard service requiring underground, special fixtures and/or poles will be furnished only when the customer pays the difference in costs between such non-standard service and standard service or pays to the Company its normal monthly facility charge based on such difference in costs.

GENERAL TERMS AND CONDITIONS

The Company's General Terms and Conditions are incorporated by reference and are a part of this rate schedule.

GENERAL TERMS AND CONDITIONS

I. GENERAL

A. FOREWORD

1. In contemplation of the mutual protection of both South Carolina Electric & Gas Company and its Customers and for the purpose of rendering an impartial and more satisfactory service, the General Terms and Conditions of the Company are hereby set forth and filed with the Public Service Commission of South Carolina, which has jurisdiction over public utilities, so as to read as hereinafter set forth; the same being incorporated by reference in each contract or agreement for service.
2. These Terms and Conditions are supplementary to the Rules and Regulations issued by the Public Service Commission of South Carolina covering the operation of electric utilities in the State of South Carolina.
3. These Terms and Conditions may be supplemented for specific Customers by contract.
4. South Carolina Electric & Gas Company is referred to herein as "Company", and the user or prospective user is referred to as "Customer". The Public Service Commission of South Carolina is referred to as "Commission".

B. Application

Provisions of these Terms and Conditions apply to all persons, partnerships, corporations or others designated as Customers who are lawfully receiving electric service from Company under the prescribed Rate Schedules or contracts filed with the Commission. Receipt of service shall constitute a contract between Customers and the Company. No contract may be transferred without the written consent of the Company.

C. Term of Service

The rates prescribed by the Commission are based upon the supply of service to each individual Customer for a period of not less than one year, except as otherwise specifically provided under the terms of the particular Rate Schedule or contract covering such service.

D. Terms and Conditions

The Terms and Conditions contained herein are a part of every contract for service entered into by the Company and govern all classes of service where applicable unless specifically modified as a provision or provisions contained in a particular Rate Schedule or contract.

E. Selection of Appropriate Rate

Where two or more Rate Schedules are available, the Company will attempt to assist the Customer to a reasonable extent in determining which Schedule to select. The Company may allow a buildup period not to exceed six months for new and expanding accounts during which time the contract demand and/or minimum demand specified in the Rate Schedule may be waived. It is the responsibility of the Customer to select the Rate and the Company will not assume responsibility for the choice.

F. Temporary Service

Temporary or seasonal service will be furnished under the appropriate General Service Rate Schedule to any Customer. Temporary service shall include all construction services having a life expectancy of one year or less. Payment is required in advance for the full cost of erecting and removing all lines, transformers, and other service facilities necessary for the supply of such service.

G. Statements by Agents

No representative of the Company has authority to modify any Rule of the Commission, provisions of Rate Schedules or to bind the Company by any promise or representation contrary thereto.

II. DEFINITIONS

Except where the context otherwise indicates another or different meaning or intent, the following terms are intended and used and shall be construed to have meanings as follows:

- A. "Day" shall mean period of twenty-four (24) consecutive hours beginning at 12 o'clock Midnight Eastern Time or at such other hours as may be designated.
- B. "Month" or "Billing Month" shall mean the period between any two (2) regular readings of Company's meters which shall not be less than twenty-eight (28) days or more than thirty-four (34) days.
- C. "Year", unless otherwise designated, shall mean a period of 365 days commencing with the day of first delivery of electricity hereunder, and each 365 days thereafter except that in a year having a date of February 29, such year shall consist of 366 days.
- D. "Premises" shall mean home, apartment, dwelling unit, shop, factory, business location (including signs and water and sewage pumps), church, or other building or structure which shelters the Customer for his individual or collective occupancy where all services may be taken from a single connection.
- E. "Service Point" or "Point of Interconnection" shall mean the point at which Company's and Customer's conductors are connected.
- F. "Standard Service" means a single service per premises from one electrical source and from existing overhead facilities.

III. CONDITIONS OF SERVICE

A. GENERAL

The Customer shall consult with and furnish to the Company such information as the Company may require to determine the availability of the Company's Service at a particular location before proceeding with plans for any new or additional electric loads. No new or additional electric loads will be served if it is determined that such service will jeopardize service to existing Customers. Failure to give notice of additions or changes in load or location shall render the Customer liable for any damage to the meters or other apparatus and equipment of the Company, the Customer and/or other Customers caused by the additional load or changed installation.

B. Character of Service

Electric energy supplied by the Company shall be standard alternating current at a frequency of approximately 60 hertz and shall be delivered only at voltages and phases as specified by the Company.

C. Rights-of-Way

The Company shall not be required to extend its distribution and service facilities, for the purpose of rendering electric service to the Customer until satisfactory rights-of-way, easements or permits have been obtained from governmental agencies and property owners, at the Customer's expense to permit the installation, operation, and maintenance of the Company's lines and facilities. The Customer, in requesting or accepting service, thereby grants the Company without charge necessary rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer to the extent that such rights-of-way and trimming and clearing privileges for its facilities along, across, and under property controlled by the Customer are required, necessary or convenient to enable Company to supply service to the Customer and the Customer also grants the Company the right to continue to extend the Company's facilities on, across, or under property controlled by the customer with necessary trimming and clearing rights to serve other Customers. Customer shall maintain such right-of-way so as to grant Company continued access to its facilities by Company's vehicles and other power-operated equipment.

D. Customer's Installation

Customer's service installations shall be made in accordance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electrical Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises.

Customer's wiring and equipment must be installed and maintained in accordance with the requirements of the local, municipal, state, and federal authorities, and the Customer shall keep in good and safe repair and condition such wiring and equipment on Customer's side of the service point exclusive of Company's metering facilities and equipment.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the Company and approved by the Commission.

Before wiring a premise or purchasing equipment, the Customers shall give the Company notice and shall ascertain from the Company the character of service available at such premises. The Company may specify the voltage and phase of the electricity to be furnished, the location of the meter, and the point where the service connection shall be made.

Customer's service entrance requirements shall be stipulated in the Electric Service and Meter Installations Manual, and other manuals published by the company and approved by the Commission.

It is the standard practice of the Company to provide all requirements of service for the Customer through a single metering point at each premises.

Where more than one service is required by the Customer, and requested services meet all applicable code requirements the Company will provide such additional service upon payment by the Customer to the Company of the charges above the first service. Each service point shall be a separate account. No new service will be connected without proper release from the inspecting authority having jurisdiction. Should there be no inspecting authority in the jurisdiction, the Company shall determine whether or not applicable codes are met and shall have no obligation to provide service until such time as they are met.

Customer shall furnish at his sole expense any special facilities necessary to meet his particular requirements for service at other than the standard conditions specified under the provision of the applicable Rate Schedule. The Customer shall also provide protection for Customer's equipment from conditions beyond the Company's control including, but not limited to, protective devices for single-phase conditions. The Customer shall also provide a suitable place, foundation and housing where, in the judgment of the Company, it is deemed necessary to install transformers, regulators, control or protective equipment on the Customer's premise.

All equipment supplied by the Company shall remain its exclusive property and Company shall have the right to remove the same from the premises of Customer at any time after termination of service for any cause.

Should Customer elect, for any reason, to request relocation of Company's facilities or take any action, which requires such relocation, customer may be required to reimburse the Company for all costs as a result of such relocation. Company may relocate existing service and facilities, at Company's expense, when necessary for system design or operation and maintenance requirements.

The Customer shall be responsible for the protection and safekeeping of the equipment and facilities of the Company while on the Customer's premises and shall not permit access thereto except by duly authorized representatives of the Company. Customer assumes responsibility and liability for damages and injuries caused by failure or malfunctions of Customer's equipment.

E. Special Equipment

Where a separate transformer or other additional electrical utility standard equipment or capacity is to be used to eliminate fluctuations or other effects detrimental to the quality of service to other Customers due to welding or X-ray equipment, etc., the Company may make a reasonable charge for the transformer equipment and line capacity required. In lieu of the above, the Company may require the Customer to either discontinue the operation of the equipment causing the disturbance or install the necessary motor generator set or other apparatus to eliminate the disturbance detrimental to the service of other Customers.

F. Safe Access to Customer's Premises

The duly authorized representatives of the Company shall be permitted safe access to Customer's premises at any and all reasonable times to inspect, operate and maintain the Company's and the Customer's facilities and equipment for any and all purposes connected with the delivery of service, the determination of connected load or other data to be used for billing purposes, the determination of Customer load requirements or the exercise of any and all rights under the agreement.

G. Company's Installation and Service

Where the Customer's requested service to be supplied by the Company does not produce revenue sufficient to support the expenditure required, the Company will determine in each case the amount of payment and form thereof that shall be required of the Customer.

Electricity supplied by the Company shall not be electrically connected with any other source of electricity without reasonable written notice to the Company and agreement by the parties of such measures or conditions, if any, as may be required for reliability of both systems.

Service supplied by the Company shall not be resold or assigned by the Company to others on a metered or unmetered basis; nor shall the Customer's wiring be connected to adjacent or other premises not owned or operated by the Customer without specific written approval of the Company and of the Commission.

The Company's service facilities will be installed above ground on poles or fixtures; however, underground facilities will be provided when requested in accordance with the Company's appropriate underground service publications.

In Areas of Overhead Distribution: The Company will install and maintain an overhead service drop for loads up to 500 KVA from its overhead distribution system to the Customer's service connection provided the transformer can be placed in the proximity of the service point. For residential Customers, if specifically requested by the Customer, the Company will install and maintain a single phase underground service to any residence (terrain permitting) provided the Customer pays in advance the difference in cost between a new overhead service and the new underground service of equal current carrying capacity.

In Areas of Underground Distribution: The Company will install and maintain the necessary underground facilities to provide a point of service at the Customer's property line or at another location designated by the Company. For residential Customers, the Company will install and maintain a single-phase service to the service point as designated by Company, up to a maximum length of 125 feet. If the requested residential service to Company's designated service point exceeds 125 feet in length, the Customer will pay in advance the total additional cost for that portion in excess of 125 feet in length. For underground service other than residential, the Customer shall furnish, install and maintain necessary service conductors and conduit from their service equipment to the Company's designated point of service regardless of meter location.

H. Term of Contract

The Term of Contract for service shall be for a term of one year with automatic renewal except as otherwise provided in the applicable Rate Schedule. Where a large or special investment in service facilities is necessary, or other special conditions exist, contracts may be written for (1) a longer term than specified in the Rate Schedule, or (2) a special guarantee of revenue, or (3) a facility charge, or (4) all of these conditions as may be required to safeguard the Company's investment.

I. Continuance of Service and Liability Therefore

The Company does not guarantee continuous service. Company shall use reasonable diligence at all times to provide uninterrupted service but shall not be liable for any loss, cost damage or expense to any Customer occasioned by any failure to supply electricity according to the terms of the contract or by any interruption or reversal of the supply of electricity, if such failure, interruption or reversal is due to storm, lightning, fire, flood, drought, strike, or any cause beyond the control of the Company, or any cause except willful default or gross neglect on its part.

The Company reserves the right to curtail or temporarily interrupt Customer's service when it shall become necessary in order that repairs, replacement or changes may be made in the Company's facilities and equipment, either on or off Customer's premises.

The Company may impose reasonable restrictions on the use of service during peak periods of excessive demand or other difficulty, which jeopardizes the supply of service to any group of Customers.

The Company may waive any minimum charge or guarantee payments for service upon written notice from and request of Customer during such time as the Customer's plant may be completely closed down as a result of strike, lockout, government order, fire, flood, or other acts of God: provided however, that Customer specifically agrees that the term of the service contract shall be extended for a period equal to the period of enforced shutdown. (See Section VII, Force Majeure).

J. Denial or Discontinuance of Service

The Company may refuse or discontinue service and remove the property of the Company without liability to the Customer, or tenants or occupants of the premises served, for any loss, cost, damage or expense occasioned by such refusal, discontinuance or removal, including but not limited to, any of the following reasons:

1. In the event of a condition determined by the Company to be hazardous or dangerous.
2. In the event Customer's equipment is used in such a manner as to adversely affect the Company's service to others.
3. In the event of unauthorized or fraudulent use of Company's service.
4. Unauthorized adjustments or tampering with Company's equipment.
5. Customer's failure to fulfill his contractual obligations.
6. For failure of the Customer to permit the Company reasonable access to its equipment.
7. For nonpayment of bill for service rendered provided that the Company has made reasonable efforts to effect collection.
8. For failure of the Customer to provide the Company with a deposit.
9. For failure of the Customer to furnish permits, certificates, and rights-of-way, as necessary in obtaining service, or in the event such permissions are withdrawn or terminated.

10. The Company shall not furnish its service to any applicant who at the time of such application is indebted to any member of his household is indebted under an undisputed bill for service, previously furnished such applicant or furnished any other member of the applicant's household or business.
11. The Company may terminate a Customer's service should the Customer be in arrears on an account for service at another premise. For the reason that the Customer's use of the utility service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the Commission.
12. For failure of the Customer to comply with reasonable restrictions on the use of service. The Company may discontinue service without notice for reasons (1), (2), and (3) above. For the remainder of the reasons, the Customer shall be allowed a reasonable time in which to correct any discrepancy.
13. Failure of the Company to terminate or suspend service at any time after the occurrence of grounds therefore or to resort to any other legal remedy or to exercise any one or more of such alternative remedies, shall not waive or in any manner affect the Company's right to later resort to any or more of such rights or remedies on account of any such ground then existing or which may subsequently occur.

K. Reconnection Charge

Where the Company has discontinued service for reasons listed in Section III-J, the Customer is subject to a reconnection charge of \$25.00 in addition to any other charges due and payable to the Company. In cases where both electric and gas service are reconnected at the same time on the same premises for the same Customer, only one charge will be made.

Where the Customer interrupts or terminates service and subsequently requests reconnection of service at the same premises the reconnection charge will apply.

IV. BILLING AND PAYMENT TERMS

A. General

The rates specified in the various service classifications are stated on a monthly basis. Unless extenuating circumstances prevent, the Company will read meters at regular monthly intervals and render bills accordingly. If for any reason a meter is not read, the Company may prepare an estimated bill based on the Customer's average use billed for the preceding 60 days or from other information as may be available. All such bills are to be paid in accordance with the standard payment terms, and are subject to adjustment on the basis of actual use of service as computed from the next reading taken by the Company's representative or for any circumstances known to have affected the quantity of service used. No more than one estimated bill shall be rendered within a 60-day period unless otherwise agreed to by the Customer or allowed by the Commission.

All billing errors shall be adjusted in accordance with the Commission's Rules and Regulations.

B. Customer's Obligations

The Customer is responsible for electricity furnished and for all charges under the agreement until the end of term thereof.

All bills shall be due and payable when rendered. Notice and collection of unpaid bills will be in accordance with the current Rules and Regulations of the Commission.

No Claim or demand which the Customer may have against the Company shall be set off or counterclaimed against the payment of any sum of money due the Company by the Customer for services rendered. All such sums shall be paid in accordance with the agreement regardless of any claim or demand.

Should service be terminated, the Customer's deposit shall be applied to reduce or liquidate the account. Service may be restored upon payment of the account, in full, plus the late payment charge set forth below, the reconnection charge set forth above and a deposit as set forth below.

C. Late Payment Charge

A late payment charge of one and one half per cent (1 ½%) will be added to any balance remaining twenty-five (25) days after the billing date.

D. Deposit

A maximum deposit in an amount equal to an estimated two (2) months (60 days) bill for a new Customer or in an amount equal to the total actual bills of the highest two (2) consecutive months based on the experience of the preceding twelve (12) months or a portion of the year if on a seasonal basis may be required from the Customer as security for payment of the account before service is rendered or continued if any of the following conditions exist:

- (1) The Customer's past payment record to the Company shows delinquent payment practice;
- (2) A new Customer cannot furnish either a letter of good credit from a reliable source or any acceptable cosigner or guarantor on the Company's system to guarantee payment;
- (3) A Customer has no deposit and presently is delinquent in payments;
- (4) A Customer has had his service terminated for non-payment or fraudulent use. All deposits may be subject to review based on the actual experience of the Customer. The amount of the deposit may be adjusted upward or downward to reflect the actual billing experience and payment habits of the Customer.

E. Service Charge

The Company may make reasonable charges for work performed on or services rendered:

- 1) Upon Customer's request at the Customer's premises when, at the time the request is made, service and equipment provided by the Company is in good working condition and in compliance with these General Terms and Conditions, Specifications for Service and Meter Installations, existing provisions of the National Electric Code, the Regulations of the National Board of Fire Underwriters and such other regulations as may be promulgated from time to time by any municipal bureau or other governmental agency having jurisdiction over the Customer's installation or premises;
- 2) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the willful action(s) of the Customer, members of the Customer's household or invitees of the Customer; or
- 3) To repair, replace, remove or gain access to Company's facilities or equipment where such repair, replacement or removal is made necessary by the negligent failure of the Customer to take timely action to correct or to notify the Company or other responsible party to correct conditions which led to the needed repair, replacement or removal, except that such charges shall be apportioned between the Customer and the Company to the extent that the Customer shall only bear that part of the costs which reflect the costs added by the Customer's negligence. Such charges cannot be assessed where the damage is caused by an Act of God except to the extent that the Customer failed timely to mitigate the damages. Such charges may include labor, material and transportation.

V. COMPANY'S LIABILITY

A. General

The Company shall not be in any way responsible or liable for damages to or injuries sustained by the Customer or others, or by the equipment of the Customer or others by reason of the condition or character of Customer's wiring and equipment, or the wiring and equipment of others on the Customer's premises. The Company will not be responsible for the use; care or handling of electricity delivered to the Customer after it passes the service point. The Customer assumes responsibility and liability for damages and injuries caused by failures or malfunctions of Customer's equipment.

VI. MEASUREMENT OF SERVICE

A. Meter Testing on Request of Customer

The Customer may, at any time, upon reasonable notice, make written request of the Company to test the accuracy of the meter or meters in use for his service. No deposit or payments shall be required from the Customer for such meter test if said meter has been in service at least one year without testing at Company's expense; otherwise the Customer shall deposit the estimated cost of the test; said deposit shall not exceed \$15.00 without the approval of the Commission. The amount so deposited with Company shall be refunded or credited to the Customer, as a part of the settlement of the disputed account if the meter is found, when tested to register more than 2% fast or slow; otherwise the deposit shall be retained by the Company.

B. Adjustments for Inaccurate Meters

Where it is determined that the Company's meter is inaccurate or defective by more than 2% error in registration, bills shall be adjusted in accordance with the Commission Rules and Regulations.

VII. FORCE MAJEURE

A. General

In the event Company is unable, wholly or in part, by reason of Force Majeure to carry out its obligations to provide service under its Rate Schedules or Contracts, the obligations of Company, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused but for no longer period and such cause shall, as far as possible, be remedied with all reasonable dispatch.

The term "Force Majeure" as employed herein shall include, but not be limited to acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, extreme weather conditions, storms, floods, washouts, arrest and restraints of governments and people, civil disturbances, explosions, breakage or accident to machinery or lines, the maintaining or repairing or alteration of machinery, equipment, structures or lines (which maintaining, repairing or alteration shall, however, be carried out in such manner as to cause the smallest practicable curtailments or interruption of deliveries of electricity), freezing of lines, partial or complete curtailment of deliveries under Company's electric purchase contracts, inability to obtain rights-of-way or permits or materials, equipment or supplies, any of the above, which shall, by the exercise of due diligence and care such party is unable to prevent or overcome, and any cause other than those enumerated herein (whether of the kind enumerated herein or otherwise) not within the control of the person claiming suspension and which by the exercise of due diligence such party is unable to prevent or overcome. It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the persons affected, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts when such course is inadvisable in the discretion of the person affected thereby.

8.)

COMMITTEE / COUNCIL AGENDA

TO: John J. Tecklenburg

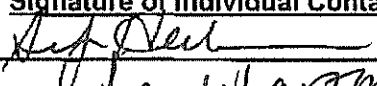

FROM: Tracy McKee DEPT. IT

SUBJECT: MOU BETWEEN CITY OF CHARLESTON AND JOHNS HOPKINS UNIVERSITY CENTER FOR GOVERNMENT EXCELLENCE ("GOVEX") REGARDING TECHNICAL ASSISTANCE TO IMPROVE CITY-WIDE PERFORMANCE MANAGEMENT PROCESSES WITH A FOCUS ON HOUSING AFFORDABILITY.

REQUEST: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHARLESTON AND GOVEX WHEREBY GOVEX THROUGH USE OF DATA AND EVIDENCE WILL PROVIDE ASSISTANCE TO THE CITY ON CITY-WIDE PERFORMANCE MANAGEMENT PROCESSES, WITH A FOCUS ON HOUSING AFFORDABILITY. THE FOCUS AREA IS TO IMPROVE THE EFFICACY OF THE CITY'S HOUSING AFFORDABILITY PERFORMANCE MEASURES. THE TECHNICAL ASSISTANCE PROVIDED BY GOVEX IS AT NO COST TO THE CITY. GOVEX WORK IS FUNDED BY THE BLOOMBERG FAMILY FOUNDATION'S WHAT WORKS CITIES INITIATIVES.

COMMITTEE OF COUNCIL: _____ DATE: 5-2-17

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Chief Financial Officer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

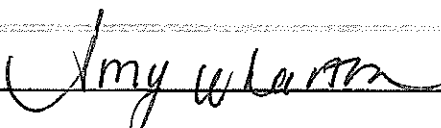
FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

Balance in Account _____ Amount needed for this item N/A

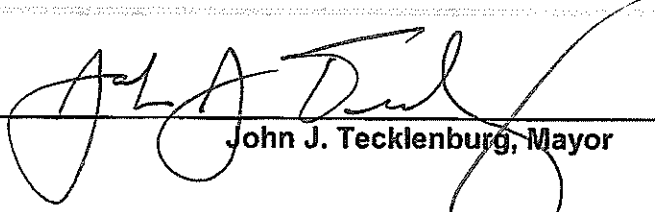
Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

NEED: Identify any critical time constraint(s).

CFO's Signature: 

FISCAL IMPACT:

Mayor's Signature:



John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CHARLESTON, SC
AND JOHNS HOPKINS UNIVERSITY**

This Memorandum of Understanding (MOU), is entered into by and between the City of Charleston having a location at 80 Broad St, Charleston, SC 29401 (hereafter referenced as "City" or "the City"), for a project designed to accelerate the use of data and evidence to improve the lives of its residents and Johns Hopkins University, a not for profit educational institution established under the laws of the State of Maryland having a location at 3400 N. Charles Street, Baltimore, MD 21218-2685 on behalf of Johns Hopkins University Center for Government Excellence (hereafter referenced as "GovEx"). The study is funded under prime award sponsored by The Bloomberg Family Foundation, Inc. which established the What Works Cities initiatives (hereafter referenced as "WWC or WWC Team"). This MOU contains the scopes of work for the project, the timeline, and the responsibilities of the various partners that will contribute to its success.

1. Summary of the Work Plan

1.1 Mayor John Tecklenburg and his senior leadership team have crafted an ambitious agenda for Charleston that focuses on inclusive community building, public safety, quality services, preserving natural resources and participating in regional partnerships. The What Works Cities team, having reviewed the City's WWC statement of interest and self-assessment, and having conducted an on-site workshop Mayor John Tecklenburg and his staff, have identified an opportunity for WWC to assist Charleston with advancing the objectives listed below.

- **Performance and Analytics:** Charleston will continuously improve upon a series of city-wide performance management meetings, starting with a new focus on housing affordability. The City will set high-level strategic goals, and identify datasets to measure progress on them, conduct analysis in support of strategies to achieve them, and engage external stakeholders in making progress towards these goals.

1.2 All technical assistance described in this MOU and performed by GovEx is provided at no cost to Charleston. Additional scopes of work may be added to this MOU at a later date upon the written agreement of the parties.

1.3 To ensure that the time of all parties is used efficiently with respect to the MOU, GovEx will collaborate with the City via phone, video conference, and email, and on-site where appropriate. The City agrees to provide personnel and staff time, as further detailed below, and as determined necessary in consultation with GovEx. The City also agrees to designate a primary point of contact to coordinate between GovEx and the City.

1.4 GovEx agrees to perform its services without compensation from the City, and the City will not be responsible for any expenses or costs incurred by GovEx, including travel expenses.

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2. Timing

2.1 When this MOU is fully signed, the What Works Cities engagement will begin, as detailed in Sections 3. The following timeline will allow the City and GovEx to execute this MOU in the most expeditious manner:

Responsible Party	Action	Due Date
GovEx	Draft MOU submitted to the City	April 17, 2017
City	Returns legal edits and comments to draft MOU	April 24, 2017
GovEx	Delivers final MOU to the City	May 2, 2017
City	Signed MOU returned to GovEx	May 5, 2017
GovEx	Countersigned MOU sent to the City	May 8, 2017

2.2 During the engagement, the timelines in this Memorandum of Understanding may be modified by either the City or GovEx, with the written consent of the other party.

3. Scope of Work #1: Performance and Analytics

3.1 **Goal:** Improve Charleston's city-wide performance management processes, starting with a priority of housing affordability. The City will set high-level strategic goals, and identify datasets to measure progress on them, conduct analysis in support of strategies to achieve them, and engage external stakeholders in making progress towards these goals.

Focus area: Improving the efficacy of the City of Charleston's housing affordability performance measures.

Outcomes:

- Implement performance analytics system that Charleston will use to track progress towards improving housing affordability;
- Create a plan to share Charleston's progress towards these goals with residents, including helping the City leverage the use of data in its storytelling;
- Improve the foundation of performance analytics in the city by strengthening strategic goals, metrics, tactics, timelines, and data management practices;
- Establish venues for ongoing analysis, collaboration, and engagement related to housing affordability generally, and the potential benefits of infill development practices like Accessory Dwelling Units in particular.

Activities: Beginning within ten (10) days after the MOU is signed, and concluding approximately 120 days thereafter, Charleston will work with GovEx on a range of activities, including:

Within 30 days after engagement begins, Charleston will:

- **Develop a mission statement and define priorities** for housing affordability by strengthening its performance management related to the Citizens Housing and Community Development priority;
- **Conduct an inventory of current city measurement programs** with the goal of building upon Charleston's previous initiatives;
- **Conduct an inventory of internal and/or external stakeholders** for engagement in goal setting (e.g. employees, programs, advocates, academic institutions, residents) for public safety and cost effective service delivery.

Within 60 days after engagement begins, Charleston will:

- **Define goals and performance measures**, identifying internal and external stakeholders to be part of this discussion.

Within 90 days after engagement begins, Charleston will:

- **Establish clear owners (programs, individuals, teams, task forces)**, defining who is responsible for analysis and progress toward each goal statement and metric;
- **Strengthen the quality of analysis in the organization by training senior leaders and managers** on foundational performance management, analysis, and appreciative inquiry practices, supported by materials from GovEx.

Within 120 days after engagement begins, Charleston will:

- **Establish a way to routinely update and engage external stakeholders** on the city's progress and analysis related to selected goal;
- **Publicly commit to Citywide goal related to housing affordability performance management** using examples (speeches, websites, events, press releases) from other jurisdictions;
- **Plan future City-wide stat meetings.**

3.2 The City, with support from GovEx, is responsible for the success of the performance management project. Charleston will dedicate the personnel and staff time, determined necessary in consultation with GovEx to execute the activities outlined in this scope of work. Staff will include those project managers, developers, and analysts responsible for overseeing the City's performance management program. Success will also require support and participation from agency heads or their designees, municipal data owners, technologists and developers, project managers, and parties responsible for developing management policy on behalf of the Mayor John Tecklenburg.

3.3 In order to facilitate and execute these activities, GovEx will provide the City with technical assistance, resources, and tools. The City should expect to receive expert, proactive support from the GovEx team. GovEx staff will provide guidance to the City's performance management program for the City by offering resources and best practices, as well as help overcoming roadblocks and support from other performance management practitioners.

3.4 To plan staff time for this initiative, consider that services may include weekly calls 30 minutes in length, access to 60-minute performance management curriculum sessions, and webinars and facilitated meetings as agreed upon by the City and GovEx.

4. Confidentiality and Privacy

4.1 All parties to this MOU will agree to protect clearly marked Confidential Information of one another in a reasonable and appropriate manner, and will use confidential information only to perform its obligations under this engagement and for no other purpose. This will not apply to information which is publicly known, already known to the recipient, lawfully disclosed by a third party, independently developed, disclosed pursuant to legal requirement or order, and items that are subject to public records access laws.

4.2 GovEx agrees to use any personally identifiable information and data the City provides them only for the purposes of this engagement and as the City directs, and GovEx will not be liable for any third-party claims related to such. The City agrees to take necessary actions to ensure that the City complies with applicable laws relating to privacy and/or data protection, and acknowledge that GovEx is not providing legal advice on compliance with the privacy and/or data protection laws of any country or jurisdiction.

5. Publicity and Use of Names

5.1 WWC will work together with the City to pursue opportunities that highlight and celebrate the successes of the City and its leaders in the media.

5.2 The City agrees to acknowledge Bloomberg Philanthropies, What Works Cities, and the Johns Hopkins University Center for Government Excellence in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the MOU (together, "Media Releases"). Any Media Release that refers to WWC, GovEx, and/or Bloomberg Philanthropies, and all written acknowledgements shall link to the WWC website (www.whatworkscities.org). The City shall provide copies of all Media Releases to Johns Hopkins University and obtain those parties' consent prior to publication or distribution in any format of any Media Release. Further, to the extent that the City provides Media Releases to WWC, the City represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all works contained or used in the Media Releases. All requests for Johns Hopkins University approval shall be forwarded to the individual named in Section 9 – Notices.

6. Intellectual Property

WWC agrees that all trademarked or copyrighted works owned by the City (including but not limited to logos, written material, photos, and other similar works provided by the City to WWC) and provided to WWC, in any media, shall remain the property of the City. To the extent that the City provides any Media Release (and works contained therein) or trademarked or copyrighted works to WWC, the City represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform, and distribute (including the right to sublicense) all such works. WWC has the right to publicly acknowledge and announce, at its sole discretion, any relationship between WWC and the City, including a description of activities undertaken in this MOU and learnings therefrom.

7. Liability and Indemnification – RESERVED

8. Termination of MOU

Adherence by the City to timelines and deliverables is critical to the What Works Cities initiative. If either party is unable to comply with the timeline in this MOU or is unable to produce the deliverables described herein, before termination may be effective, the terminating party must provide a thirty – (30) days prior written notification to the other party, the MOU may be terminated effective immediately upon written notice served to the other party.

9. Notices

Any notices required or provided by the terms of this MOU shall be in writing, addressed in accordance with this Paragraph and shall be sent by US mail or email as to the following contact individuals:

CITY OF CHARLESTON

Technical Representative:

Katie McKain
Senior Planner
2 George St, Suite 3100
Charleston, SC 29401
O: 843-724-3789
E: mckaink@charleston-sc.gov

Contractual Representative:

Amy Wharton
Chief Financial Officer
116 Meeting St
Charleston, SC 29401
Office: 843-579-7596
E.: wharona@charleston-sc.gov

Legal Representative:

Frances Cantwell
Corporation Counsel
50 Broad Street
Charleston, SC 29401
843.724.3730
cantwellf@charleston-sc.gov

JOHNS HOPKINS UNIVERSITY

Technical Representative:

Kathryn Edin
21st Century Cities Initiative
Abel Wolman
Johns Hopkins University
3400 N. Charles Street
Baltimore, MD 21218-2685
Ph.: 410-516-7626
Email: Kathy_edin@jhu.edu

Contractual Representative:

Joan Warfield
Sr. Sponsored Projects Officer
600 N Wyman Park Building
Office of the Dean
Johns Hopkins University
3400 N. Charles Street
Baltimore, MD 21218-2685
Ph.: 410-516-6126
Email: jfw@jhu.edu

10. Headings

The headings in this MOU are for the convenience of reference only and are not substantive parts of this MOU nor shall they affect its interpretation.

11. Severability

In the event any provision of this MOU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this MOU.

12. Assignments

This MOU shall not be assignable by any Party, in whole or in part, without the prior written consent of the parties.

13. Counterparts

This MOU contains the entire agreement between the parties and no statements, promises, or inducements made by any party or agent of any party that are not contained in this written MOU shall be valid or binding; and this MOU may not be enlarged, modified, or altered except in writing, signed by the parties.

SIGNATURE PAGE TO FOLLOW

14. Signatures

The City of Charleston and Johns Hopkins University agree to partner in this initiative and to fulfill the roles and responsibilities shown herein.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

CITY OF CHARLESTON

Signature Date

Print Name: John T. Techlenburg
Title: Mayor

JOHNS HOPKINS UNIVERSITY

Signature Date

Print Name: John P. Toscano
Title: Vice Dean for Natural Sciences

APPENDIX A

Staff Bios

Johns Hopkins University Center for Government Excellence

Beth Blauer, Executive Director

A well-known proponent of open government, data transparency, and utilization, Beth Blauer is a true visionary and the nation's leading expert in implementing government "stat" programs. She has helped to design and bring Socrata's GovStat platform to all levels of federal, state, and local governments as well as non-profit organizations and international NGOs. She is also renowned for her leadership of Maryland's innovative performance management program, StateStat.

Rebecca Williams, Senior Implementation Advisor, Cities

Rebecca is an open data advocate with a background in law and city planning. Prior to joining GovEx Rebecca worked on federal data management at the White House Office of Management and Budget and Data.gov. Prior to joining the federal government, Rebecca helped build the Sunlight Foundation's municipal transparency program after working on a variety of civic issues with Regional Plan Association, Cities Alliance, and the Massachusetts Fair Housing Center, amongst others. She holds a J.D. from Western New England Law School, and participated in a joint Masters of Regional Planning program, with a focus on Social, Policy, and Community planning. By night she serves on the boards of Wikimedia DC and Legal Hackers and co-organizes the DC Legal Hackers chapter. She enjoys biopics, art museums, and noodles.

COMMITTEE / COUNCIL AGENDA

9.)

TO: John J. Tecklenburg


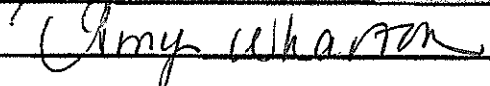
FROM: Susan Poteat **DEPT.** **BFRC/ PROCESS -SERVICE IMPROVEMENT**

SUBJECT: **MOU BETWEEN CITY OF CHARLESTON AND HARVARD KENNEDY SCHOOL GOVERNMENT PERFORMANCE LAB ("GPL") REGARDING TECHNICAL ASSISTANCE TO SUPPORT IMPROVING THE CITY'S CONTRACTING STRATEGIES AND OTHER PROCUREMENT PRACTICES IN THE AREA OF WASTE MANAGEMENT .**

REQUEST: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF CHARLESTON AND GPL WHEREBY GPL WILL PROVIDE ASSISTANCE TO THE CITY ON RESEARCHING AND DEVELOPING CONTRACTING STRATEGIES AND OTHER PROCUREMENT BEST PRACTICES IN THE CITY'S WASTE MANAGEMENT PRACTICES. GPL WILL ASSIST THE CITY IN DRAFTING AN RFP FOR WASTE MANAGEMENT ON DANIEL ISLAND THAT INCORPORATES THE RESULTS OF THE RESEARCH AND RECOMMENDATIONS OF GPL. THE TECHNICAL ASSISTANCE PROVIDED BY GPL IS AT NO COST TO THE CITY. THE WORK IS FUNDED BY THE BLOOMBERG FAMILY FOUNDATION'S WHAT WORKS CITIES INITIATIVES.**

COMMITTEE OF COUNCIL: _____ **DATE:** 5-2-17

COORDINATION: This request has been coordinated with: (attach all recommendations/reviews)

	Yes	N/A	Signature of Individual Contacted	Attachment
Corporate Counsel	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
Chief Financial Officer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>

FUNDING: Was funding previously approved? Yes ☐ No ☐ N/A ☐

If yes, provide the following: Dept./Div.: _____ Account #: _____

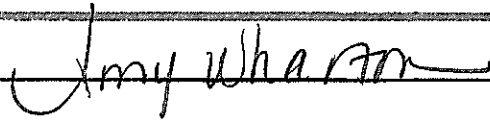
Balance in Account _____ Amount needed for this item N/A

Does this document need to be recorded at the RMC's Office? Yes ☐ No ☒

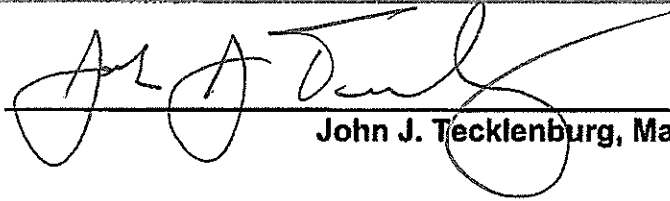
NEED: Identify any critical time constraint(s). .

CFO's Signature: _____

FISCAL IMPACT:



Mayor's Signature: _____



John J. Tecklenburg, Mayor

ORIGINATING OFFICE PLEASE NOTE: A FULLY STAFFED/APPROVED (except Mayor's Signature) PACKAGE IS DUE IN THE CLERK OF COUNCIL'S OFFICE NO LATER THAN 10:00AM THE DAY OF THE CLERK'S AGENDA MEETING.

Memorandum of Understanding
between
The City of Charleston
and
Harvard Kennedy School Government Performance Lab at Harvard University

This Memorandum of Understanding ("MOU") is entered into by and between the City of Charleston, having a location at 80 Broad Street, Charleston, South Carolina 29401 (hereafter "Charleston" or "the City"), and the Harvard Kennedy School Government Performance Lab at Harvard University ("Government Performance Lab" or "GPL"). The study is funded under prime award sponsored by The Bloomberg Family Foundation, Inc. ("Bloomberg Philanthropies") which established the "What Works Cities" Initiatives ("WWC"). All technical assistance described in this MOU and performed by the Government Performance Lab is provided at no cost to Charleston, and Charleston will have no obligation to reimburse the GPL for expenses incurred by the Government Performance Lab. This MOU contains the scope of work for the project, the timeline, and the responsibilities of the Government Performance Lab and Charleston.

Overview of the Government Performance Lab

The Government Performance Lab conducts research on how governments can improve the results they achieve for their citizens. An important part of this research model involves providing pro bono technical assistance to state and local governments. Through this hands-on involvement, the Government Performance Lab gains insights into the barriers that governments face and the solutions that can overcome these barriers. These insights are ultimately published in academic papers and policy briefs. As part of What Works Cities, the Government Performance Lab will support cities in improving the results they achieve with their contracted dollars.

Individual staff biographies are in the Appendix.

Scope of Work: Results-Driven Contracting

Goal: Charleston will adopt results-driven contracting strategies and other procurement best practices in its waste management agreements.

Outcomes: In order to achieve this goal, the Government Performance Lab will work with Charleston to:

- Adopt appropriate results-driven contracting strategies and other procurement best practices, particularly to set up a system for strategically structuring, monitoring, and managing its most important waste management agreements to drive better performance.

Activities: Starting on the day after this agreement has been signed and concluding approximately 4 months thereafter, the Government Performance Lab will work with Charleston on the following range of activities, which may include:

Within 30 days after the engagement begins, Charleston and the Government Performance Lab will:

- Conduct research on waste management best practices across similar jurisdictions
- Understand challenges facing vendors and the City regarding waste management
- Specify goals and objectives for waste management in Charleston

Within 90 days after the engagement begins, Charleston and the Government Performance Lab will:

- Develop recommendations for how the City can set up a performance tracking system and flag and address problems in real time
- Determine how to incentivize better performance through the contracting terms and payment structure

Within 120 days after the engagement begins, Charleston and the Government Performance Lab will:

- Draft an RFP for waste management on Daniel Island that incorporates results-driven payment strategies, tracks performance, and aligns incentives between the contractor and City to improve outcomes
- Consider if there are any other results-driven contracting strategies that have the potential to improve outcomes and help the City adopt these strategies

Responsibilities: Charleston is responsible for the success of the results-driven contracting project. The City will designate a primary point of contact for this scope of work and will dedicate the personnel and staff time necessary to execute the activities outlined in this scope of work. The Government Performance Lab agrees to provide Charleston with a Fellow to support the project through conceptualization, design, and implementation and to provide technical assistance. The City lead will provide guidance with respect to the Fellow's responsibilities and objectives. The City lead and the Government Performance Lab Assistant Director will confer regularly on the Fellow's responsibilities and objectives.

General Terms

Confidential Information

in order to provide support to the City as described in this Work Plan, individuals from the GPL may need to participate in internal discussions among City employees, and view non-public internal City documents and written communications pertaining to the GPL's services (such discussions, internal City documents and written communications, when clearly marked or designated as confidential,

being hereinafter collectively referred to as the "Confidential Information"). The GPL will protect Confidential Information to prevent unauthorized disclosure or publication of the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, as the GPL uses to protect its own confidential information of a like nature.

Non-Disclosure of Confidential Information. Except as provided in the "Other Disclosure Provisions" paragraph below, the GPL shall agree to (i) hold the Confidential Information in confidence, and (ii) not at any time divulge, disclose, or communicate the Confidential Information to anyone other than City employees except as authorized by the City, or use the Confidential Information for any purpose other than in connection with the GPL's services under this Work Plan.

Other Disclosure Provisions. The "Non-Disclosure of Confidential Information" paragraph above does not apply to the GPL with respect to Confidential Information that (a) was in the GPL's possession before the effective date of this Work Plan; (b) is or becomes a matter of public knowledge or publicly available through no fault of the GPL; or (c) is disclosed by the GPL with the prior written approval of a duly authorized representative of the City. In addition, the GPL may disclose Confidential Information if such information is required to be disclosed by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the GPL notifies the City prior to any such required disclosure.

No Authority

Any person from or agent of the GPL providing services under this MOU will have no authority to negotiate any agreements for the City, to incur any obligations or expenses on behalf of the City, or to act in any other manner on behalf of the City or in its name. Such person from or agent of the GPL will not provide, and are not engaged or authorized by the City to provide, legal advice or services, notwithstanding that one or more may be trained as lawyers.

Limitation of Liability

The City acknowledges that performance of the GPL's work described in the Work Plan will involve the expression of professional ideas, judgments and opinions by the GPL, and that it is in the City's interest to have such ideas, judgments and opinions expressed frankly, without concern on the part of the GPL that such ideas, judgments and opinions will be deemed representations, warranties or covenants upon which the City may claim reliance. The City further acknowledges that the GPL's initiatives may use relatively new, little-used and little-studied tools. Accordingly, the City understands and agrees that the GPL does not hereby, and will not hereafter, warrant or make any representations concerning the accuracy of ideas, judgments, opinions, projections, analyses or estimates which any person from or agent of the GPL provides to the City (collectively, "Work Product"). The City further agrees that (i) any decision the City may make to rely on any Work Product shall be at its own risk; and (ii) neither the GPL nor any person from or agent of the GPL

shall be liable to the City for, and the City shall not make any claim against any such person or agent or the GPL relating to, any claims, liabilities, losses, damages, costs or expenses of any kind which the City may at any time sustain or incur in connection with or arising out of any Work Product or the City's reliance thereon or use thereof, other than claims, liabilities, losses, damages, costs and expenses resulting from the gross negligence or intentional misconduct of any such person or agent of the GPL. Without limiting the foregoing, in no event shall the GPL or any person from or agent of the GPL be liable for any indirect, consequential, exemplary or punitive damages whatsoever in connection with claims arising under or relating to the Work Product or any other GPL services, whether based upon a claim or action of contract, warranty, negligence, strict liability, or any other legal theory or cause of action, even if advised of the possibility of such damages.

Intellectual Property and Publication Rights

Created Materials. The term Intellectual Property as used herein comprises works subject to copyright and inventions, whether or not patentable, including materials, notes, designs, technical data, research, reports, documentation, and other information related thereto.

With reference to the GPL's services under this Work Plan, the City shall retain ownership of all relevant Intellectual Property developed and/or purchased by the City or on the City's behalf prior to the adoption of the Work Plan and of all relevant Intellectual Property developed and/or purchased on the City's behalf without the active participation of the GPL under the Work Plan.

The GPL shall be the sole and exclusive owner of all rights, title, and interest in and to the Intellectual Property made, provided or created by or on behalf of the GPL under this Work Plan ("Created Materials") and any modifications to the Created Materials, including all intellectual property rights associated therewith (including without limitation any inventions, creations, and improvements whether or not patentable or copyrightable, conceived or made in connection with the performance of obligations hereunder), whether alone or with any contribution from the City or its personnel. To the extent the City or its personnel may acquire any right or interest therein by operation of law, the City hereby irrevocably assigns all such right and interest exclusively to the GPL.

The GPL hereby grants to the City a fully paid, royalty-free, non-exclusive, worldwide, irrevocable, perpetual, assignable license to use, reproduce, distribute, modify, transmit, and sublicense that GPL's Created Materials in any media now known or hereafter developed.

Publication Rights. In addition to providing assistance and support to the City, a main purpose of this project for the GPL is as an opportunity to research, study and learn more about, and make publicly known lessons about the design and implementation of similar initiatives to improve government service delivery. Accordingly, the GPL and any person from the GPL who works on the project shall have the right to use, publish, and present publicly any findings and data based on or derived from Created Materials or work performed under this Work Plan; provided that no

Confidential Information (as defined above) shall be disclosed in such publications or presentations. The GPL shall provide the City with an opportunity to review any such materials at least 30 days prior to submission for publication or presentation for the purpose of identifying any Confidential Information that is contained therein and should be removed; the City shall perform such review within 30 days of receipt. Publications and presentations by the GPL of general conclusions about the GPL's initiatives drawn from work with multiple jurisdictions and publications or presentations that summarize publicly available information about the City's initiatives do not have to be submitted for review.

Other Intellectual Property. WWC agrees that all trademarked or copyrighted works owned by the City (including but not limited to logos, written material, photos, and other similar works provided by the City to WWC) and provided to WWC, in any media, shall remain the property of the City. To the extent that the City provides any Media Release as described below (and works contained therein) or trademarked or copyrighted works to WWC, the City represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all such works. WWC has the right to publicly acknowledge and announce, at its sole discretion, any relationship between WWC and the City, including a description of activities undertaken in this MOU and learnings therefrom.

Publicity and Use of Names

Except as provided in this Work Plan, neither the City nor the GPL may issue a press release or other public announcement about the GPL's services under this Work Plan, nor may either use any name, trademark or insignia of the other party (or of any school, department or unit of the other party) for promotional purposes or any other purposes in connection with the Work Plan, without the prior written approval of the other party. However, the GPL may state on its website that it is assisting the City.

The City agrees to acknowledge Bloomberg Philanthropies, WWC and the Government Performance Lab in publications, advertising, speeches, lectures, interviews, press releases, Internet web pages, and other similar activities related to this Work Plan (together, "Media Releases"). Any Media Release that refers to WWC, Results for America ("RFA"), Government Performance Lab, and/or Bloomberg Philanthropies, and all written acknowledgements, shall link to the WWC website (www.whatworkscities.org). The City shall provide copies of all Media Releases to RFA and the Government Performance Lab and obtain those parties' consent prior to publication or distribution in any format of any Media Release. Further, to the extent that the City provides Media Releases to WWC, the City represents that it owns or otherwise has obtained all rights necessary to use, reproduce, publicly perform and distribute (including the right to sublicense) all works contained or used in the Media Releases.

Conflict of Interest

The GPL will not, at any time during the term of the Work Plan, provide services to vendors or

service providers in direct connection with the implementation by the City of the GPL's initiative or recommendations. The GPL may at any time work with and advise other states, counties, and/or municipalities that are undertaking similar projects, including other jurisdictions that may be applying for the same federal grants that the City may be applying for. The GPL may also advise the U.S. federal government and governments in other countries on strategies to advance similar innovation activities.

Termination

Adherence by the City to timelines and deliverables is critical to the What Works Cities initiative. If either the City or the GPL is unable to comply with the relevant timeline in this Work Plan or is unable to produce the deliverables described herein, before termination may be effective, the terminating party must provide a thirty – (30) days prior written notification to the other party of its intent to terminate, and the GPL's project may be terminated effective immediately upon expiration of that 30-day period unless the default is cured.

In addition to termination as provided above, either the City or the GPL may terminate the GPL's services upon 30 days' written notice to the other.

The provisions of the following sections—Confidential Information, Limitation of Liability, Intellectual Property and Publication Rights, and Publicity and Use of Names—shall survive expiration or termination of this Work Plan or any project hereunder.

Notices

Any notices required or provided by the terms of this MOU shall be in writing, addressed in accordance with this Paragraph, and shall be in writing and shall be sent by U.S. mail or email to the following contact individuals:

City of Charleston

Technical Representative:

Susan Poteat
Director of Process and Service Improvement
2 George Street
Charleston, SC 29401
Ph: 843-577-1381
Email: poteas@charleston-sc.gov

Contractual Representative:

Amy Wharton
Chief Financial Officer
116 Meeting Street
Charleston, SC 20401
Ph: (843) 579-7596
Email: whartona@charleston-sc.gov

Legal Representative:

Frances Cantwell

Corporation Counsel
City of Charleston Legal Dept.
50 Broad Street
Charleston, SC 29401
Ph: 843-724-3730
Email: cantwellf@charleston-sc.gov

Harvard Kennedy School Government Performance Lab

Technical Representative:
Professor Jeffrey Liebman
Director, Government Performance Lab
Harvard Kennedy School
79 JFK Street
Cambridge, MA 02138
Ph: 617-495-8518
Email: jeffrey_liebman@harvard.edu

Contractual Representative:
Matthew Alper
Associate Dean for Research
Harvard Kennedy School
79 JFK Street
Cambridge, MA 02138
Ph: 617-496-8813
Email: matthew_alper@harvard.edu

Headings

The headings in this MOU are for the convenience of reference only and are not substantive parts of this MOU nor shall they affect its interpretation.

Severability

In the event any provision of this MOU is determined to be invalid or unenforceable under any controlling law, the invalidity or unenforceability of that provision shall not in any way affect the validity or enforceability of the remaining provisions of this MOU.

Assignments

This MOU shall not be assignable by either Party, in whole or in part, without the prior written consent of the other party.

Counterparts

This MOU contains the entire agreement between the Parties and no statements, promises or inducements made by any Party or agent of any Party that are not contained in this written MOU shall be valid or binding; and this MOU may not be enlarged, modified or altered except in writing, signed by the Parties.

Effective Date

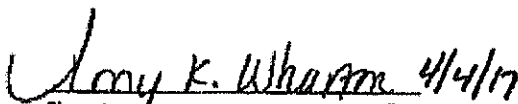
This MOU shall be effective on the date that it has been signed by both Parties.

Signatures

The City of Charleston and the Government Performance Lab agree to fulfill the roles and responsibilities shown herein.

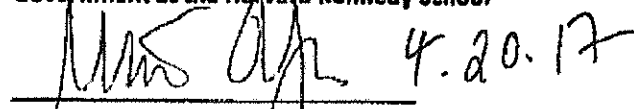
IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives as of the Effective Date.

City of Charleston


Signature _____ Date 4/4/17

Print Name: Amy Wharton
Title: Chief Financial Officer

**President and Fellows of Harvard College acting
through the Taubman Center for State and Local
Government at the Harvard Kennedy School**


Signature _____ Date 4.20.17

Print Name: Matthew Alper
Title: Associate Dean for Research Policy
and Administration

APPENDIX - Staff Bios

Harvard Kennedy School Government Performance Lab

Jeffrey Liebman, Director of Government Performance Lab

Jeffrey Liebman is the Malcolm Wiener Professor of Public Policy at the Harvard Kennedy School and director of the Government Performance Lab. Liebman teaches courses in public sector economics and American economic policy. In his research, he studies tax and budget policy, social insurance, poverty, income inequality, public sector management, and social innovation. Over the past four years, his Government Performance Lab has provided pro bono technical assistance to twenty state and local governments. He also directs the Kennedy School's Taubman Center for State and Local Government and Rappaport Institute for Greater Boston. During the first two years of the Obama Administration, Liebman worked at OMB, first as Executive Associate Director and Chief Economist and then as Acting Deputy Director. From 1998 to 1999, Liebman served as Special Assistant to the President for economic policy and coordinated the Clinton Administration's Social Security reform technical working group. Liebman received his BA from Yale University and his MA and PhD in economics from Harvard.

Gregory Wass, Senior Advisor

Greg Wass is a Senior Advisor to the Harvard Kennedy School Government Performance Lab. Greg was formerly Senior Advisor and Chief Information Officer in the Office of the Illinois Governor, and has served in executive positions for Cook County, Illinois, the City of Chicago and the City of Alexandria, Virginia. He was the state lead on Illinois' SIB Lab project to increase support for at-risk youth who are involved in both the child welfare and juvenile justice systems. He co-chaired the Illinois Human Services Commission and led the implementation of Budgeting for Results – the state's performance reporting and budgeting framework. Greg has been a pioneer nationally in open government, with open data initiatives at Cook County and on a regional level, and led planning and implementation of IT governance, enterprise architecture, health information exchange, state-owned broadband and IT shared services. In 2012, Greg was recognized by Government Technology magazine as one of the nation's top "doers, dreamers and drivers" in public sector innovation. He has taught public policy and administration courses as an adjunct professor at Northwestern University and the University of Illinois. Greg holds a B.A. in economics from Northwestern University and an M.A. in urban and quantitative economics from the University of Illinois.

Hanna Azemati, Assistant Director

Hanna Azemati is an Assistant Director with the Harvard Kennedy School Government Performance Lab. She is leading the Government Performance Lab's work on the Bloomberg Philanthropies' What Works Cities Initiative. Hanna has also been supporting New York State's Social Impact Bond initiatives, first as a Government Innovation Fellow and then as the Director of Social Innovation Financing for New York State. Previously, Hanna was a Financial Analyst at Citigroup in New York and a Fellow for Kiva in Kenya, Uganda, and Rwanda. Hanna earned a BA in Economics with a minor

in Government from Dartmouth College as well as an MA in International Relations from Yale University.